

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 25, 2016
Medina City Hall
7:30 p.m.

Call to Order.

Public Hearing.

To consider various text amendments to the following sections of the Planning and Zoning Code of the codified ordinances of the City of Medina, Ohio:

1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c), 1147.14(f),
1113.05(m), and 1153.04(a)

Roll Call.

Reading of minutes. (April 11, 2016)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayoral appointments.

Uptown Park Advisory Committee – Robert Molnar – Exp. 12/31/19
Board of Zoning Appeals – Paul Roszak – Exp. 12/31/18
Board of Zoning Appeals (Alternate) – Sam Livingston – Exp. 12/31/19

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Res. 50-16

A Resolution expressing the sense of the Mayor and Council of the City of Medina, Ohio that public servants should be commended for their dedication and continued service during Public Service Recognition Week.

Ord. 51-16

An Ordinance authorizing the Mayor to enter into Amendment No. 6 to the Agreement with Delta Airport Consultants, Inc. for the design and bidding services for the reconstruction of the North-South Taxiway at the Medina Municipal Airport.
(emergency clause requested)

Ord. 52-16

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the rehabilitation of the Aircraft Transient Apron at the Medina Municipal Airport.
(emergency clause requested)

Ord. 53-16

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the reconstruction of the North-South Taxiway at the Medina Municipal Airport.
(emergency clause requested)

Ord. 54-16

An Ordinance amending Section 31.02 (9) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Cable TV Department.

Ord. 55-16

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).
(emergency clause requested)

Ord. 56-16

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide Fixed Route Public Transportation Services within the City of Medina for the period of January 1, 2016 through December 31, 2016.
(emergency clause requested)

Ord. 57-16

An Ordinance authorizing the Mayor to advertise for competitive bids for the renovation of the Memorial Park Pool and Pool House.

Ord. 58-16

An Ordinance authorizing the expenditure of \$50,986.00 to GameTime for the installation of a poured in place rubberized playground surface at Sam Masi Park, repealing Ordinance No. 9-16, passed January 25, 2016.
(emergency clause requested)

Res. 59-16

A Resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance with the Ohio Development Services Agency for a PY16 Community Housing Impact and Preservation Program (CHIP) Grant.
(emergency clause requested)

Council comments.

Adjournment.

**RESOLUTION
PLANNING COMMISSION**

February 4, 2016

City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

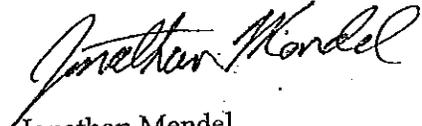
CASE NO: P15-37

PROPERTY: Citywide

WHEREAS, YOUR APPLICATION WAS DULY PROCESSED AND AFTER APPROPRIATE REVIEW AND STUDY THE BOARD HAS PASSED THE FOLLOWING RESOLUTION:

The Planning Commission at the January 14, 2016 meeting has approved a recommendation to City Council to amend the following sections of Part 11 – Planning and Zoning of the City of Medina Codified Ordinances, Sections 1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c), 1147.14(f), 1113.05(m) and 1153.04(a) as presented in the Planning Commission staff report for case P15-37 dated January 14, 2016.

Sincerely,


Jonathan Mendel
Community Development Director



cc: Engineering Department, City of Medina
Building Department, City of Medina
Fire Department, City of Medina



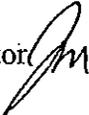
CITY of MEDINA
Planning Commission
January 14, 2016 Meeting

Case No: P15-37

EXHIBIT A

Applicant: City of Medina

Subject: Various Zoning Code Text Amendment

Submitted by: Jonathan Mendel, Community Development Director 

The attached proposed text amendments to Part 11 (Planning and Zoning Code) of the City of Medina Codified Ordinances is intended to do the following:

- Provide clarity and/or flexibility for certain regulations
- Remove regulatory duplication and/or contradiction
- Cleanup minor and substantive editing mistakes stemming from 2013-2014 Zoning Code Update process that took effect in July 2014.

Staff proposes the attached text amendments in an effort to make the Zoning Code a more useful and effective tool for the management and administration of land use within the City of Medina.

Therefore, Staff requests the Planning Commission recommend approval, and forward to City Council, the proposed text amendments outlined in this staff report.

1. Add "dust" to Sections 1105.097 & 1105.098 to provide more specificity to the types of secondary impacts a manufacturing use may generate when determining whether a specific operation is light or heavy manufacturing.

1105.097 MANUFACTURING, HEAVY

"Heavy manufacturing" means a building or land used for the assembly, fabrication or processing of goods and materials using processes that ordinarily create smoke, dust, noise, fumes, odor, glare or potential safety hazards (e.g. explosive materials processing).

1105.098 MANUFACTURING, LIGHT

"Light manufacturing" means a building or land used for the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create smoke, dust, noise, fumes, odor, glare or potential safety hazards (e.g. explosive materials processing).

2. Add specific conditionally permitted use regulations "37 and 38" superscripts to the "Heavy Manufacturing" use in the Conditionally Permitted Use table in order to provide further regulatory strength to the conditional zoning certificate review process for such uses. The specific text of regulations 37 & 38 are at the end of page 4 of this report.

Lastly, Remove "Office - Professional, Medical and Administrative" use from the I-1 Conditionally Permitted Use table and add it to the I-1 Principally Permitted Uses table. There are no compelling reasons to classify such office uses as a conditional use when many of the currently permitted uses in the I-1 zoning district are more intensive uses than professional or medical office. There are many properties throughout the I-1 zoned areas of the City that are designed as flexible office/light industrial properties and making professional and medical office a permitted use in the I-1 district permits a wider use of the properties without unnecessary delay.

A minor edit is needed for the Conditionally Permitted Use regulation #38 to remove the reference to the "I-3" zoning district which no longer exists.

1141.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the I-1 Industrial District:

Residential	Public/Semi-Public	Commercial
• None	• Public Utility	• Distribution Center for Fuel, Food and Goods, Underground Storage - Must be Completely Enclosed if Facing a Non-Industrial District
		• Heavy Duty Repair Services for Machinery and Equipment Including Repair Garages and Specialty Establishments including Motor, Body, Fender, Radiator Work.
		• Light Manufacturing
		• Mixed Use Building

		• Off-Street Parking Lot, Deck and Garage
		• <u>Office - Professional, Medical and Administrative</u>
		• Other Uses as Determined by the Planning Commission
		• Plant Greenhouse
		• Research and Development Laboratory and Processing with No Hazardous, Noxious or Offensive Conditions
		• Self-Storage Warehouse
		• Truck or Transfer Terminal - No Closer than 50 Feet from an Residential District
		• Veterinary Office or Hospital in an Enclosed Building
		• Warehousing
		• Wholesale Establishment

1141.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• None	• Conservation Use	• Commercial Entertainment
	• Educational Institution for Higher Education	• Commercial Recreation
	• Passenger Transportation Agency and Terminal	• Contractor's Equipment Storage Yard or Plant, or Storage and Rental of Equipment Commonly Used by Contractors - Must be Completely Enclosed if Facing a Non-Residential District
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Cremation Facility
	• Wireless Telecommunication Facility	• Heavy Manufacturing ^{37,38}
		• Office - Professional, Medical and Administrative ^{37,39}
		• Open Air Building Materials

		Sales Yard and Lumber Yard
		• Motor Vehicle, Truck, Trailer and Farm Implement Repair, Service and Storage (Excluding Body Work, Painting, Engine Overhaul)
		• Retail
		• Truck Wash

(Specific Conditionally Permitted Use regulations for the "Heavy Manufacturing" use from Section 1153.04(a))

(37) Such uses shall be conducted not closer than 100 feet from any R District. Where the I District abuts upon but is separated from R District by a street, the width of the street may be considered as part of the required setback. The construction, operation and maintenance of such uses shall be such that they will not be hazardous, noxious or offensive due to the emission of odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse matter or water carried wastes.

(38) In the interests of the health, safety, general welfare and the protection of property values of the community, the area and adjoining land uses, and the other industries within the I-1 or I-3 District, the Planning Commission may require any conditions deemed necessary. In regard to an industrial operation whose effects on adjacent premises, the area or the community are not readily known, the Planning Commission may seek expert advice on what conditions should be imposed on the particular industrial operation to reasonably modify any injurious or offensive effects likely to result from such an operation. The cost of securing such expert assistance shall be borne by the applicant.

3. Remove “Planned Unit Development” from the list of conditionally permitted uses in Sections 1121.04, 1123.04, 1125.04 & 1127.04 because the Planned Unit Development review process was removed in the 2014 Zoning Code Update and supplanted by modifying the Special Planning District (Chapter 1114 of the Zoning Code) review process.

The “Mobile Home Park” specific conditionally permitted use regulation reference superscripts are modified to reflect the appropriate specific regulations outlined in Section 1153.04 of the Zoning Code. This applies to Sections 1125.04 and 1127.04.

A minor change to correct the zoning district name in the preamble paragraph of Section 1125.04. It currently says “R-2” when it should be “R-3”.

1121.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-1 Low Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• In-Law Suite	• Conservation Use	• None
• Group Home up to 8 Individuals	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Planned Unit Development	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	

1123.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-2 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3, 7, 20}	• None
• In-Law Suite	• Conservation Use	
• Planned Unit Development	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility,	• Public and Parochial Educational Institution for Secondary Education	

Independent Living Facility 1,2,3,5,7,9,11,14	1,2,3,4,5,7,11	
	• Publicly Owned or Operated Governmental Facility 3, 7, 8, 11	
	• Religious Place of Worship 1,3, 7,11,12,14	

1125.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-23 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery 3,7,20	• None
• In-Law Suite	• Conservation Use	
• Planned Unit Development	• Public or Quasi-Public Owned Park or Recreation Facility 1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education 1,2,3,5,6,11	
• Nursing Home, Assisted Living Facility, Independent Living Facility 1,2,3,5,7,9,11,14	• Public and Parochial Educational Institution for Secondary Education 1,2,3,4,5,7,11	
• Mobile Home Park 3,5,8,9,10,11,14,24,26,27,28,29,30, 31	• Publicly Owned or Operated Governmental Facility 3, 7, 8, 11	
	• Religious Place of Worship 1,3, 7,11,12,14	

1127.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R- 4 Multi-Family Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery 3,7,20	• None
• Group Home 9 - 16 Individuals	• Conservation Use	
• In-Law Suite	• Publicly Owned or Operated Governmental Facility 3,7,8,11	
• Mobile Home Park 3,5,8,9,10,11,14,24,26,27,28, 29,30, 31	• Public or Quasi-Public Owned Park or Recreation Facility 1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25	
• Multi-Family Dwelling	• Public and Parochial Educational	

5,11,16,26,27,28,29	Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
• Planned Unit Development	• Religious Place of Worship ^{1,3,7,11,12,14}	

4. Delete incorrect and add the correct Conditionally Permitted Use Regulations superscripts for the “Motor Vehicle Filling Station with or without Convenience Retail” use listed in Sections 1133.04, 1135.04 and 1137.04 conditionally permitted use tables.

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn ^{11,14}	• Club, Lodge or Fraternal Organization ^{9,11,14,25}	• Bar or Tavern
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Educational Institution for Higher Education	• Hospital ^{1,2,3,5,7,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,29,31,30,32}
	• Public Utility ^{1,10,11}	• Personal and Professional Services with Drive-Thru ^{7,17}
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
	• Urban Garden	• Restaurant

1135.05 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn 11,14	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
• First Floor Dwelling Units in Public Square Area ³⁵	• Educational Institution for Higher Education	• Conference Center, Banquet Facility, or Meeting Hall
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Public Utility ^{1,10,11}	• Hotel or Motel
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,22,31,30,32}
	• Urban Garden	• Motor Vehicle, Truck, Trailer and Farm Implements Repair, Service and Storage (Excluding Body Work, Painting and Engine Work)
		• Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In

1137.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-3 General Commercial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Multi-Family Dwelling	• Conservation Use	• Car Wash
	• Educational Institution for Higher Education	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Conference Center, Banquet Facility or Meeting Hall ^{1,3,7,11,12,14}
	• Public Utility ^{1,10,11}	• Cremation Facility
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Wireless Telecommunications Facility	
		• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,29,31,30,32}
		• Open Air Building materials Sales and Lumber Yard
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In
		• Retail larger than 80,000 square feet in size
		• Sexually Oriented Business ³⁶

5. The deletions and additions to Section 1147.14 (below) are simple clean up items from the 2014 Zoning Code Update. The C-4 zoning district no longer exists and the C-B district was renamed to C-S.

1147.14 SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS.

(c) In the C-3 and ~~C-4~~ District only, one permanent pole sign, with two (2) or more supports, for the primary entrance to a shopping center that exceeds 50,000 square feet in floor area. Such sign shall not incorporate a changeable copy sign or an electronic message center sign. Such sign shall further be conditionally permitted and subject to the guidelines set forth in Section 1147.16.

(f) In the C-1 and C-2 District only, one temporary ground or wall sign not exceeding six (6) square feet in area for each nonresidential building. In the C-S B and C-3, and C-4 Districts only, one temporary ground or wall sign not exceeding twelve (12) square feet in area for each nonresidential building. In the I-1 District only, one temporary ground or wall sign not exceeding twenty-four (24) square feet in area for each nonresidential building. Such sign shall be permitted for a maximum of fifteen (15) consecutive days, and not more than sixty (60) days during each year. A real estate sign shall be exempt from the time limits referenced above and shall be removed within seven (7) days after the close of sale, rent or lease of the property to which the sign pertains. A sign that announces a specific event, action or activity shall be removed within seven (7) days after the close of the event, action or activity to which the sign pertains.

6. Delete subsections (1) and (2) of Section 1113.05(m) and rename subsection "(3)" to become "(1)". Subsections (1) and (2) need to be deleted because they are duplicative of the same regulations in Section 1155.08 and 1155.09, which cover the same subject but provide more regulatory depth.

1113.05 GENERAL USE REGULATIONS.

(m) Accessory Use.

~~(1) On properties used primarily for residential purposes, no commercial vehicle, bus, trailer or truck of any type in excess of 7,000 pounds gross vehicle weight shall be parked upon a driveway or yard, except for emergencies, making deliveries or loading, or as approved under the towing policy of the City of Medina Police Department; provided the approved vehicle does not exceed 14,000 pounds gross vehicle weight and is not parked in the yard.~~

~~(2) On properties used primarily for residential purposes, no trailer, house trailer, mobile home or other vehicle designed for living quarters, including camping trailers of the collapsible type and truck campers, and no boats, boat trailers or boat dollies may be parked on the driveway, but may be parked on a hard surfaced pad in the side or rear yard. Exception: from April 1st to October 1st these vehicles may be parked on the driveway. At no time may such vehicle be used for living quarters.~~

~~(1)-(3) On all properties, no vehicle or other object used or intended primarily for storage purposes shall be located on a lot for more than two (2) periods, not exceeding ten (10) consecutive days each, during any calendar year. On nonresidential properties, the Planning Director may waive these.~~

Existing Regulations (for comparison to above, no changes)

1155.08 PARKING AND OCCUPANCY OF BOATS, CAMPING VEHICLES, MOTOR HOME/RECREATIONAL VEHICLE, AND TRAILERS IN RESIDENTIAL DISTRICTS.

(a) On properties used primarily for residential purposes, no trailer, house trailer, mobile home or other vehicle designed for living quarters, including camping trailers of the collapsible type and truck campers, and no boats, boat trailers or boat dollies may be parked on the driveway, but may be parked on a hard surfaced pad in the side or rear yard behind the front building line of the dwelling. Exception: from April 1st to October 31st these vehicles may be parked on the driveway.

(b) Restrictive covenants in effect in residential subdivisions may provide more restrictive regulations that are not enforceable by the City under these zoning regulations.

(c) Only two (2) such vehicles, in any combination, shall be permitted on a residential lot at any one time. All vehicles shall be in operable condition and shall have a valid license plate and registration.

(d) No occupancy for human habitation shall be maintained or business conducted in any vehicle while parked or stored on the residential lot.

(e) The wheels or any similar transporting devices of any such trailer permitted within any Residential District shall not be removed, except for service, nor shall any trailer be permanently affixed to the ground.

(f) No such vehicle shall be connected to sanitary sewer, electric or water unless servicing such vehicle or preparing the vehicle for travel.

1155.09 PARKING OF COMMERCIAL VEHICLES, BUSES, TRAILERS OR TRUCKS IN RESIDENTIAL DISTRICTS.

On properties used primarily for residential purposes, no commercial vehicle, bus, trailer or truck of any type in excess of 7,000 pounds gross vehicle weight shall be parked upon a driveway or yard, except for emergencies, making deliveries or loading, or as approved under the towing policy of the City of Medina Police Department; provided the approved vehicle does not exceed 14,000 pounds gross vehicle weight and is not parked in the yard.

7. Delete subsection D of Section 1153.04(a) because it is duplicative and/or contradictory to sign regulations in Chapter 1147 (Signs) of the Zoning Code and references a part of the City Code no does not exist.

1153.04 CONDITIONALLY PERMITTED USE REGULATIONS.

(a) Regulations applicable to conditionally permitted uses are as follows:

(31) Such uses shall be permitted under the following conditions:

A. The premises shall be used for vehicle servicing only. No rental, storage, parking or sales of trailers or vehicles of any type, or tools or other equipment, shall be permitted.

B. The sale of seasonal products, such as Christmas trees, landscaping materials, garden materials and equipment, etc. shall not be permitted.

C. The rental, leasing or permitting of parking of vehicles, except for servicing and/or emergency purposes, shall not be permitted.

~~D. All signs, streamers, announcements, flags and other attention and/or advertising devices not specifically permitted under Title Five - Sign Code, of Part Thirteen - Building Code of these Codified Ordinances shall have the prior and temporary approval of the Planning Commission before installation or use.~~

MEDINA CITY COUNCIL
Monday, April 11th, 2016

Opening:

Medina City Council met in regular, open session on Monday, April 11, 2016. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Patrick Patton, Chief Berarducci, Chief Painter, Jonathon Mendel, Jansen Wehrley, Kimberly Marshall and Darin Zaremba.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on March 28th, 2016, as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance committee met prior to Council and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Kolesar had no report.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson stated that Streets & Sidewalks will meet on Monday, April 18th at 5:30 p.m. in the Multi-Purpose Room.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 16-051-4/11 – General Liability Insurance Renewal – USI Insurance Services
- 16-052-4/11 – PY16 CHIP Grant Application
- 16-053-4/11 – Agreement w/ Delta Airport Consultants – Design & Bidding N/S Taxiway
- 16-054-4/11 – Bids, Municipal Airport Rehabilitate Transient Apron
- 16-055-4/11 – Bids, Municipal Airport North/South Taxiway Reconstruction
- 16-056-4/11 – Sam Masi Park Playground Surfacing – Repeal Ord. 9-16
- 16-057-4/11 – Amend. S & B Code, Section 31.02 (9) – Cable TV
- 16-058-4/11 – Resolution Request – Public Service Recognition Week
- 16-059-4/11 – Bids Only, Memorial Park Pool & Pool House
- 16-060-4/11 – Payment Over \$3,000 – Osborne Medina

16-061-4/11 – Memorandum of Understanding – Medina County Transit

Reports of Municipal Officers:

Mayoral Proclamation – Water Tower Historic Neighborhood Association
Presented to Board President, Megan Spillman

Dennis Hanwell, Mayor, reported the following:

1. Working America Canvassing in City - Legislative/political advocacy as well as educational canvassing of residential areas in city starting in January and going through election cycle will be conducted in the city. Canvassing will be 4 p.m. to 9 p.m., Monday through Friday and 10 a.m. to 5 p.m. on weekends. These activities are constitutionally protected under the First Amendment and do not require registering with city for solicitor's permit, or following solicitor regulations, as they are not selling anything. Working America is not for profit 501c5 labor organization, affiliated with AFL-CIO.
2. Thanked Matt Wiederhold and wished him luck.
3. Congratulations to the LST on their 40th Anniversary
4. Charter Review Commission is made up of 5 members selected by Council, 5 members selected by the Mayor and 5 members selected from Committee. Next meeting is Monday, April 18th at 5:30 p.m. at Medina City Hall in the Council Rotunda.
5. National Day of Prayer Events – Thursday, May 5th – 7 a.m. Mayor's Prayer Breakfast at Williams on the Lake. \$15 tickets available in the Mayor's office. Noon prayer service on the Square with youth from St. Francis and Medina Christian Academy schools (rain location UCC Church). 7 p.m. prayer service at Church of the Nazarene, 6901 Wooster Pike, Medina. Noon and evening services are free, no tickets required.
6. Introduce Justin Harrison who is here with his mother, Tracy Harrison to talk about the upcoming Pinwheel Walk to bring awareness to child abuse. The walk is this coming Saturday morning, April 16th at 9:00 a.m. on the Square.

Keith Dirham, Finance Director, reminded residents that all residents are required to file Medina City Income Tax returns. Paper forms are here at City Hall or you can get the forms on line. The City does not collect the tax ourselves, we contract it out to Cleveland's income tax agency CCA. Additionally, if you need help with the forms, we have one more opportunity here in the City of Medina to get help and that is Tuesday, April 12th from 2-8 p.m. at the Recreation Center, 855 Weymouth Rd. He would like to join the Mayor and Council in thanking Matt Wiederhold for his salesmanship of Medina and leadership of Main Street Medina. It has been great to work with you.

Greg Huber, Law Director, had no report.

Chief Berarducci, Police Chief, reported he has selected two Patrolmen to go to D.A.R.E. training

this year. The thought is to use them as combination School Resource / DARE instructors and get them out in the community as mentors for kids. We have already planned to get them over at the Recreation Center.

Kimberly Marshall, Economic Development Director, stated that as she was sitting here she realized it is her 5 year anniversary with the City, and it got her thinking about her first day at work. There was a note on my chair from the Mayor asking me to attend the Main Street Medina Business Development Committee. She stated she wanted to congratulate Matt on his new position as the Director of Northeast Ohio Diversity Center, which I'm sure he will do a fabulous job but obviously I will miss him very much. She thanked Matt for everything he has done.

Jonathon Mendel, Planning Community Director, stated he would like to join everyone with congratulating Matt on his moving on but unfortunately, for the community of Medina we will not have him in such a critical role in the community. He has been a great asset in the two years I have been working at the City, working closely with Main Street.

Mike Wright, Recreation Center Director, stated this Wednesday, April 13th will be the first Sponsorship Committee meeting at the Recreation Center discussing the naming rights portion of the Joint Operating Agreement. It will be from 7 a.m. to 8 a.m. He thanked Councilman Lamb and Kolesar for volunteering for the committee. The Spring/Summer Brochure is not available on line at www.medinarec.org and a copy will be inserted in the Saturday's Post Newspaper. Lastly, there is a Just Kid's Stuff Garage Sale this Saturday, April 16th from 9 a.m. to noon. Admission from 9-10 a.m. is \$5 and from 10 a.m. to 12 p.m. is \$1. The next Rec. Advisory Board meeting is Thursday, April 21st at 7:30 a.m. at the Rec. He congratulated Matt on his new position.

Jansen Wehrley, Parks and Recreation Director, stated he wanted to let the public know that April 23rd and 24th is the Medina Youth Lacrosse Association Baggageaway Lacrosse Festival. It is one of the largest youth Lacrosse tournaments in the Midwest and there will be approximately 150 teams visiting Medina over that weekend. The majority of the games will be played at Huffman and Cunningham, Bill Dunn Field, Clagget Middle School, Medina High School and the MCRC so plan for travels accordingly. He congratulated Matt and said it has been a pleasure working with him for the past two years.

Patrick Patton, City Engineer, reported that three big reconstructions projects, Bronson, Huntington and Ryan are all expected to start heavy into pavement removal phases soon. They will be notifying all the residents and businesses within those project zones through mail when they know the schedule. Also he congratulated Matt.

Nino Piccoli, Service Director, reported that tomorrow night, Medina City will be hosting the Joint City Meeting with Wadsworth Council, Brunswick and Medina Councils as the recycling discussions continue. He stated they are hopeful they will come up with a recommendation or at least a better direction. He told Matt it was good working with him and wished him good luck in his endeavors.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Res. 47-16

A Resolution authorizing the acceptance of funds donated to the Go Fund Me Campaign set up by Raymond Petro to construct the Medina Trail Skills Park at the Huffman Park Trailhead. Mr. Shields moved for the adoption of Ordinance/Resolution No. 047-16, seconded by Mr. Simpson. Mr. Wehrley stated the campaign has raised \$6,000.00 during the last month and a half. The funds from this will be used to purchase all the materials and the remaining funds will go towards trail maintenance. The roll was called and Ordinance/Resolution No. 047-16 passed by the yeas votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 48-16:

An Ordinance authorizing the Mayor to enter into an Agreement with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2016 Through March 31, 2017, and Declaring an Emergency. Mr. Shields moved for the adoption of Ordinance/Resolution No. 048-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 048-16, seconded by Mr. Simpson. Mr. Huber stated this authorizes the Mayor to enter into agreement with the property and liability insurance company that has insured us for the last 4 to 5 years. Our claims history has been very conservative so the premiums have been good. The emergency clause is needed due to our insurance expiring March 31st and we need to enter into the new agreement. The roll was called on adding the emergency clause and was approved by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 048-16 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 49-16:

A Resolution Commending Matt Wiederhold for Outstanding Service to the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-16, seconded by Mr. Simpson. Mr. Kolesar thanked Matt for his hard work and making things happen. Mr. Simpson echoed what Mark said and stated Matt will be sorely missed and the person he brings in has some big shoes to fill. Mr. Hilberg thanked Matt for improving things on the Square. Mr. Rose mentioned over the years as they attended events on the Square he talked to the people that attended and there was someone who was on their way from Point A to Point B and made it a point to stop at Medina to attend an event Matt had organized and it's because of Matt's efforts that bring people to the

Medina City Council
March 28th, 2016

Square specifically for that that we will always be thankful for all of his hard work. Mr. Shields feels Matt was the right person at the right time and took the Square and everything about Medina to a whole other level. Mr. Lamb states Matt did the things that just couldn't be done. You can leave here now knowing that you have been both amazing and a wonderful part of the success of this community. Mr. Coyne agrees with everyone and had two words that are near and dear to his heart, Holiday Lighting! He stated the City is better off because of Matt. The roll was called and Ordinance/Resolution No. 049-16 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Council Comments:

Mark Kolesar - April 23rd is Earth Day, event 9 a.m. to 12:00 p.m. at Sam Masi parking lot off Gates Mills. They will plant trees and a wildflower garden by the end of Simon Lane to help promote not only the return of the Monarch butterfly to our community but also to try and keep the bee population healthy and to hopefully start off more items in the future to promote wildflower areas for insects. Mark said he appreciated Justin and his story, saying he took part in Justin's walk last year and stated it is humbling to be around mentors that Justin had and he thanked the adults who have impacted this child's life.

Mr. Simpson stated he was proud of Justin, and the adults that have helped guide him to a more positive life. Denny wished him good luck and supports his walk.

Paul Rose – Congratulated Justin on carrying that message forward and helping others grow. On April 16th, there will be a clean-up on Hillview Way, 361 Ellington Ct. at 10 a.m.

Mr. Coyne commented to Snake (Justin) that he appreciates his comments and the importance to the community. There is a 3 city meeting tomorrow on recycling for the county. April 20th is our 1st Budget meeting at 5:30 p.m. to discuss the Water Department budgets.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:00 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

RESOLUTION NO. 50-16

A RESOLUTION EXPRESSING THE SENSE OF THE MAYOR AND THE COUNCIL OF THE CITY OF MEDINA, OHIO THAT PUBLIC SERVANTS SHOULD BE COMMENDED FOR THEIR DEDICATION AND CONTINUED SERVICE DURING PUBLIC SERVICE RECOGNITION WEEK.

WHEREAS: The week of May 1 – 7, 2016 has been designated as “Public Service Recognition Week” to honor the millions of public employees at the federal, state, county, and city levels; and

WHEREAS: Many public servants, including military personnel, police officers, firefighters, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS: Public servants include teachers, doctors and scientists...nurses and safety inspectors...laborers, computer technicians and social workers...and countless other occupations who day in and day out provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

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

SEC. 1: That the Mayor and City Council of the City of Medina, Ohio declare that May 1 – 7, 2016 is Public Service Recognition Week, and all citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this 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 the law.

SEC. 3: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 51-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 6 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR THE DESIGN AND BIDDING SERVICES FOR THE RESCONSTRUCTION OF THE NORTH-SOUTH TAXIWAY AT THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into Amendment No. 6 to the Agreement with Delta Airport Consultants, Inc. for the design and bidding services for the Reconstruction of the North-South Taxiway at the Medina Municipal Airport.

SEC. 2: That that a copy of Amendment No. 6 is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funds to cover this amendment, in the estimated amount of \$70,000.00 are available as follows: \$63,000.00 in Account No. 147-0670-54411, \$3,500.00 in Account No. 109-0670-54411, and \$3,500.00 in Account No. 547-0670-54411.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete the project as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 51-16
EXH. A

AMENDMENT NO. SIX (6)

PROFESSIONAL SERVICES AGREEMENT

PROJECT: North-South Taxiway Reconstruction (DD/BD)

DELTA PROJECT NO: 15108

DATE OF ISSUANCE: April 1, 2016

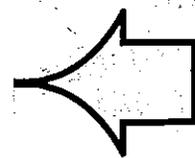
ATTACHMENTS: "6-1" Task Narrative
 "6-2" Fee Summary
 "6-3" Subconsultant Proposals and RFPs

METHOD OF PAYMENT: Lump Sum

AMOUNT: \$70,000.00 (Article 7.11)

CONTRACT TIME: Design Phase Services – 60 Calendar Days (Article 6.6)
 Bidding Phase Services – 30 Calendar Days (Article 6.7)

PROJECT DESCRIPTION: See Attachment "6-1"



The original Agreement for Professional Engineering Services between the City of Medina (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Medina Municipal Airport dated July 15, 2008, shall govern all AMENDMENTS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.

<p>ACCEPTED:</p> <p>by <u><i>David W. Jones</i></u> 4-1-16</p> <p>David W. Jones, P.E., C.M. Vice President</p> <p>CONSULTANT Delta Airport Consultants, Inc. 20545 Center Ridge Road #450 Cleveland, OH 44116</p>	<p>APPROVED:</p> <p>by _____</p> <p>Dennis Hanwell Mayor</p> <p>SPONSOR City of Medina 132 N. Elmwood Ave. Medina, OH 44256</p>
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ATTACHMENT "6-1"

TASK NARRATIVE

This project at the Medina Municipal Airport, Medina, Ohio is to provide design and bidding phase services for the North-South Taxiway Reconstruction project. The project is to include the following project elements:

- Rehabilitate a portion of the existing North-South Taxiway with an overlay (approximately 1,336 feet)
- Extend the North-South Taxiway to the Runway 01 approach end (approximately 648 feet)
- Remove the existing aircraft hold apron
- Remove the two (2) existing connector taxiways

Design and Bidding Phase Services are to include:

1. Prepare FAA Form 7460-1 "Notice of Proposed Construction" for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.
2. Prepare a Construction Safety Phasing Plan (CSPP) and report document per FAA guidelines for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.
3. Attend a preliminary design meeting/teleconference with the Airport personnel, Sponsor, FAA, ODOT, Office of Aviation, County, and local review agencies to review design criteria, funding and local construction requirements.
4. Assist Sponsor with the preparation of the FAA Airport Capital Improvement Plan (ACIP), programming and final grant application documents for review, approval and forwarding to the FAA and/or ODOT, Office of Aviation and/or other funding agencies.
5. Analyze existing design and as-constructed plans, specifications, survey data, geotechnical data and existing utility data available within the project area.
6. Provide five (5) copies of a Design Engineering Report to the Sponsor for review and distribution to FAA, ODOT, Office of Aviation and other agencies. The Design Engineering Report (DER) is to be prepared in accordance with State of Ohio Department of Transportation and FAA criteria, and County storm water design criteria. The DER includes, but is not limited to: analysis and reasons for particular design choices, and analysis of the manner in which work on the Project is to be accomplished. The DER is to be accompanied by an Engineer's opinion of probable cost for the Project.

7. Prepare design as-bid drawings and specifications for the project.
8. Develop one (1) bid additive or two (2) bid schedules for funding and construction flexibility.
9. Provide up to ten (10) hard copies of sealed plans, specifications, and bid proposal documents for bidding and construction of the project.
10. Make available to prospective bidders, PDF files of sealed plans, specifications, and bid proposal documents for bidding and construction of the project through Delta Airport Consultants, Inc. website project bidding portal.
11. Provide limited bidding phase services; limited to, bid document preparation, advertisement preparation, attend a single pre-bid meeting, distribute bidder questions and answers, prepare bid tabulation and coordinate award of the project.
12. Review Agency Coordination: Assist the Owner and provide technical information for project award coordination with the FAA, ODOT, Office of Aviation and other governmental review and funding agencies.

Items excluded from the scope of work include:

13. Construction Administration Services are not included in this scope of work but are included under a separate Amendment.
14. Publishing of bid advertisement in media other than the Delta Airport Consultant, Inc. website project bidding portal. Bid advertisement costs are not included and shall be incurred by the Sponsor. (Bid advertisement costs may be eligible for up to 90% reimbursement from the FAA.)
15. Attend bid opening.
16. Update of the Exhibit "A" Airport Property map is not included in this scope of work but may be added by a separate Amendment.
17. AGIS and/or as-constructed survey for the project is not included in this scope of work but may be added by a separate Amendment.
18. Project approval and/or permitting costs, if any, are not included and shall be incurred by the Sponsor.

END TASK NARRATIVE

**ATTACHMENT 6-2
FEE SUMMARY**

Design and Bidding Phase Services

Project Title: North-South Taxiway Reconstruction
 Airport Name: Medina Municipal Airport (1G5)
 Airport Location: Medina, Ohio

Delta Airport Consultants, Inc.

AIP Project No. 3-39-0053-Pending
 State Project No. FY2016-Pending
 Delta Project No. 15108

Date: March 29, 2016

Delta Costs - Design & Bidding	
Basic Services	
Schematic Design Phase (SD)	\$2,510
Design Development Phase (DD)	\$4,020
Construction Document Phase (CD)	\$50,090
Bidding Phase Services (BD)	\$6,140
Subtotal:	\$62,760
Special Services	
Project Administration	\$7,240
Subtotal:	\$7,240
Design Lump Sum:	\$70,000

TOTAL:	\$70,000
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ATTACHMENT "6-3"
SUBCONSULTANT PROPOSALS AND RFPS



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

February 29, 2016

Delta Airport Consultants, Inc.
20545 Center Ridge Road, Suite 450
Cleveland, OH 44116

Attention: Steven Potoczak

Re: Medina Municipal Airport
Reconstruct North - South Taxiway
Topographic Survey

Dear Mr. Potoczak:

We are pleased to submit this proposal covering the surveying services requested at the Medina Municipal Airport.

These services are to include the items outlined on your "Request for Proposal for Topographic Survey", dated February 23, 2016. We propose to furnish said work for the following fee:

Item 1:
Lump Sum Fee: \$6,200.00

Item 2:
Lump Sum Fee: \$1,720.00

This proposal is based upon the understanding that we will be provided, without expense to us, all information, reports, utility plans, easement documents and other data that is pertinent to the work herein proposed.

Delta Airport Consultants, Inc. -2- February 29, 2016

If extra work is required due to revisions ordered by the engineer, we shall be equitably paid for such services in accordance with the schedule of hourly rates below:

Office/Clerical	\$ 45.00 /hour
Drafting Technician I	\$ 60.00 /hour
Drafting Technician II	\$ 75.00 /hour
Surveying Technician	\$ 75.00 /hour
Design Engineer	\$ 85.00 /hour
Professional Surveyor	\$100.00 /hour
Professional Engineer	\$120.00 /hour
2-Man Survey Crew	\$140.00 /hour

We appreciate your invitation to submit this proposal and would be will to discuss any aspect of the proposal with you at your convenience.

Very truly yours,



Daniel T. Cunningham, P.E.

DTC: cac



February 23, 2016

EMAIL ONLY

Mr. Dan Cunningham, P.S.
danc@cunninghamengineering.com
Cunningham & Associates
203 W. Liberty Street
Medina, OH 44256

Subject: Request for Proposal
Design Ground Surveys
Reconstruct North-South Taxiway
Medina Municipal Airport
Medina, OH
AIP Project No. Pending
Delta Project No. 15108

Dear Mr. Cunningham:

Delta Airport Consultants is preparing a contract for the design to reconstruct the North-South Taxiway, south of Runway 9-27 at the Medina Municipal Airport. The proposed project is shown on the enclosed Exhibit 1. Please provide a cost proposal for the following design ground surveys.

SCOPE OF WORK

Item 1

1. Baseline "A" shall be set as indicated on Exhibit 1. Baseline "A" shall be set based on the established Runway End Coordinates and NGS monumentation set on the airfield and shown on Exhibit 1. Topographical Information, including spot elevations, shall be provided on a 50 foot grid within the project area and shall include edges of pavement, breaks in grade, ditches, tops and bottoms of slopes, airport lighting and navigational aids, and all features to accurately represent the area.
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified. Utility structures shall be given with top elevations. Utilities identified shall include a photo journal record of the utility structure (pole, aerial lines, transformers, boxes, buried line markers, etc.), owner of the utility, type of service (electric, gas, telecommunications, etc.), and capacity of the utility service (volts, amperage, size and number of pairs of telecommunications lines, etc.).
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to

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

the next junction point outside the project limits. A photo journal record of the structure with notes indicating size and flow direction of drainage paths shall also be included.

4. Borings B-1 through B-4 and core samples C-1 through C-7 as shown on Exhibit 1 and as shown below shall be staked out with wooden stakes and flags with the boring number labeled on the stake and flag and an elevation provided to the nearest foot. Core locations shall be painted on the surface of the pavement with the same information.

<u>Boring</u>	<u>Station</u>	<u>Offset</u>	<u>Proposed Depth</u>
B-1	228+54	78' RT	15 feet
B-2	228+32	196' RT	15 feet
B-3	226+12	218' RT	15 feet
B-4	224+54	218' RT	15 feet
C-1	228+54	28' RT	15 feet
C-2	225+07	127' RT	15 feet
C-3	224+12	218' RT	15 feet
C-4	219+12	197' RT	15 feet
C-5	215+64	36' RT	15 feet
C-6	214+12	172' RT	15 feet
C-7	210+87	156' RT	15 feet

Item 2

5. A cost for one (1) day of additional design survey shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical elevations or additional information that may be needed during project design.

FORMAT

6. All survey and data collection elements shall be produced on the Ohio State Plane, North American Horizontal Datum (NAD83) and North American Vertical Datum (NAVD88). All control shall be tied into the National Spatial Reference System (NSRS) and any local coordinate system associated to the Medina Municipal Airport (referenced to Runway ends and on-airport USGS/NGS monuments). Spot elevations shall be given to 0.01 feet accuracy for paved sections and 0.1 feet accuracy for turfed sections. Locations of permanent items within the project limits shall be shown relative to Baseline "A" (horizontal control 0.05 feet accuracy).
7. It is requested that three (3) files (AutoCAD 2000 Format or newer) containing the following information be submitted for our use:

File 1 – [15108plan.dwg] - Planimetrics files (All objects in this file shall have zero elevation.)

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File 2 – [15108cont.dwg] - Contours file. This file should include contours, contour labels and spot information.
File 3 – [15108bkln.dwg] - Breaklines used to generate the contours.

- The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System
- No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
- All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
- All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
- All existing features shall be placed in the drawing files using the appropriate layers and linetypes, as specified in the attached "Standard Request for Proposal Layers" list. A digital copy of Delta's standard drawing template file (delta.dwt) and standard linetype definition file (delta.lin) is enclosed.
- All text in the drawing file shall be standard (Arial font), sized to match Aleroy@ standard templates (80, 100, 120, etc.) scaled for a 1"= 30' plot scale.
- Drawing entities shall have color and linetype set to BYLAYER.
- If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
- No linework shall be broken in order to add specific "patterns" to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an "X" text object to distinguish a fenceline.) As stated, a copy of Delta's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of Delta's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.

8. It is requested that one (1) LandXML file be provided of the existing ground surface model, as used to generate the contours file provided in the previous section. The file should be compliant with LandXML Version 1.0 for Civil 3D software compatibility.

File 4: [15108EG.xml] - Existing Ground Surface in the State Plane Grid Coordinate System.

9. It is also requested that two (2) ASCII text point files be included, both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 5: [15108SPC.asc] - All points given in the State Plane Grid Coordinate System.

File 6: [15108BLC.asc] - Same points as given in "File 5" translated to Baseline "A" station and offset coordinates.

10. All computer files (drawing files, LandXML file, and ASCII points files) shall be submitted on CD or DVD (+R/+RW formats preferred).
11. Please prepare proposal showing separate line item cost each for Items 1 and 2.

GENERAL

12. If accepted, your proposal shall serve as the basis for a unit price not-to-exceed contract directly with Delta Airport Consultants, Inc. The proposal shall include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. A copy of Delta's subconsultant contract has been attached for your review.
13. As soon as your services are complete, your firm should invoice Delta Airport Consultants, Inc. Your invoice will then be included with the next Delta invoice. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. In order to be included with the next Delta invoice, your invoice should be received no later than the 25th of the month.

The invoice shall, at a minimum, include the following:

- a. Project name: Rehabilitate North-South Taxiway
 - b. Airport name: Medina Municipal Airport
 - c. Delta project number: 15108
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
14. All activities on the airfield shall be coordinated a minimum of a week in advance, first with the Engineer and then immediately prior to the start of work with the Airport Operator. The Delta and Airport Operator contacts are as follows:

Engineer

Steve Potoczak
Project Manager
Delta Airport Consultants, Inc.
(440) 895-0465

Airport Operator

Eric Olson
Facility Manager, Flight Services of Medina
Medina Municipal Airport
(330) 239-1606

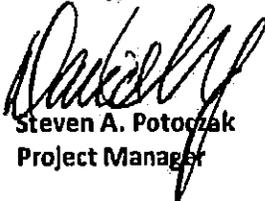
Mr. Dan Cunningham, P.S.
February 23, 2016
Page 5

15. If your firm is a disadvantaged business enterprise (DBE), provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

Delta is requesting your proposal on or before March 1, 2016. It is anticipated that a notice-to-proceed for your work will be given during late March 2016. Upon receipt of the written notice-to-proceed, it is requested that a copy of the electronic files for the requested surveys be forwarded to our office within 30 days.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

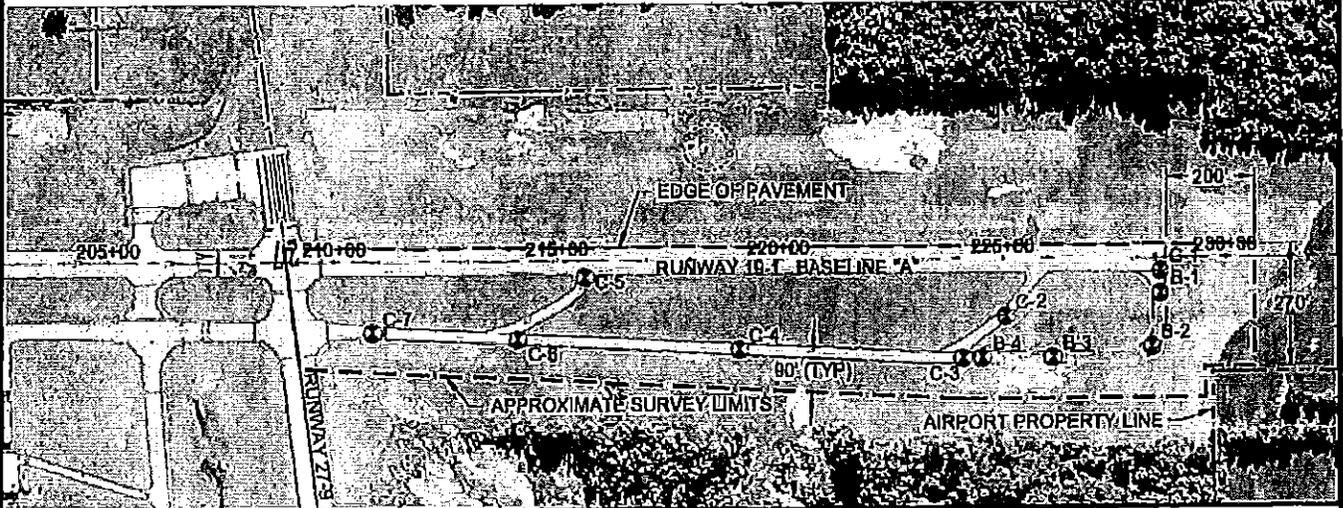
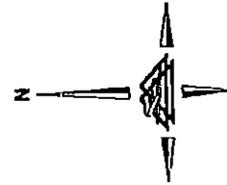
Sincerely,

for: 
Steven A. Potoczak
Project Manager

Enclosures: Exhibit 1
Subconsultant Agreement
Reference: Delta Project No. 15108

COORDINATES		
DESC	LATITUDE	LONGITUDE
RW 1 END	41° 07' 37.0043"	81° 46' 43.10000"
RW 19 END	41° 08' 05.3378"	81° 45' 42.4404"
RW 9 END	41° 07' 52.8971"	81° 46' 25.5037"
RW 27 END	41° 07' 56.7880"	81° 45' 39.3230"
MEDPORT	41° 08' 05.63921"	81° 45' 42.94401"
AZ MK	41° 07' 50.93114"	81° 45' 43.44553"

BORING LOCATIONS	
BORING #	STATION & OFFSET
B-1	STA 228+54, 78' RT
B-2	STA 228+32, 196' RT
B-3	STA 226+12, 218' RT
B-4	STA 224+54, 218' RT
C-1	STA 228+54, 28' RT
C-2	STA 225+07, 127' RT
C-3	STA 224+12, 218' RT
C-4	STA 219+12, 197' RT
C-5	STA 215+64, 38' RT
C-6	STA 214+12, 172' RT
C-7	STA 210+87, 166' RT



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**SURVEY & SOIL BORING RFP
MEDINA MUNICIPAL AIRPORT**

EXHIBIT
1

DRAWN BY: [] CHECKED BY: [] DATE: [] SCALE: []



SOLAR TESTING LABORATORIES, INC.

Geotechnical and Environmental Engineering, Materials Testing, and Construction Inspection

1125 Valley Belt Road, Brooklyn Heights, Ohio 44131

Phone: 216-741-7007 • Fax: 216-741-7011

www.stloho.com



March 1, 2016

Mr. Steven A. Potoczak
Project Manager
Delta Airport Consultants, Inc.
20545 Center Ridge Road, Suite 450
Cleveland, OH 44116

**Re: Proposal for Geotechnical Exploration
Reconstruct North-South Taxiway
Medina Municipal Airport
2050 Medina Rd, Medina, Ohio
STL Proposal No. P16-03-002D28**

Dear Mr. Potoczak:

Solar Testing Laboratories, Inc. (STL) is pleased to submit the following proposal for the geotechnical exploration for the above referenced project.

The scope of the field drilling and sampling will include:

- (1) Performing 11 subsurface borings, each to a nominal depth of 15 feet. Seven of these borings will be located within existing runway or taxiway pavement and will begin with coring of the existing pavement and sampling of the existing base and subbase layers. Boring and sampling will include Standard Penetration Resistance testing and Split-Spoon Sampling in accordance with ASTM D-1586. In addition, water levels at encounter and on completion will be measured and recorded.
- (2) Obtaining bulk (bag) soil samples of existing base, subbase, topsoil, subsoil, and subgrade soil materials.
- (3) Performing visual-manual soil classification of all soil samples in accordance with ASTM D-2488.

The laboratory testing to be performed on the soil samples will include, but will not be limited to:

- (1) Classification of all soil samples in accordance with ASTM D-2487 and ASTM D-2488.
- (2) Moisture Content test, ASTM D-2216.
- (3) Liquid Limit and Plastic Limit test, ASTM D-4318.
- (4) Particle Size Analysis test, ASTM D-422.
- (5) Modified Proctor test, ASTM D-1557.

- (6) California Bearing Ratio (CBR) test, ASTM D-1883.
- (7) Soil Nutrient Testing (organic matter, pH, N-P-K, micro-nutrients, etc.).

Engineering analysis and recommendations will include:

- (1) Discussion of the surface and subsurface conditions (including pavements and subbase layers) encountered including detailed logs and results of field and laboratory data.
- (2) Recommendations for site earthwork operations including excavation, fill construction, water management, etc.
- (3) Recommendations for pavement design criteria, pavement equivalency factors, and pavement construction recommendations.

Our prices are subject to the following conditions:

- (1) The scope of services does not include any environmental assessment for the presence or absence of wetlands, or hazardous and toxic materials in the soil, surface water, ground water, and air.
- (2) The client shall mark or otherwise inform STL of the location of all known underground utilities prior to or upon our arrival. Although we will proceed with care, STL cannot be responsible for damage to un-marked or unknown utilities. STL will make notification to "OUPS" for the location of public utilities as required by State law.
- (3) The client shall stake, or mark with paint, the test boring locations prior to or upon our arrival.
- (4) If additional borings or depth is required, it will be charged at the quoted unit prices with the client's approval.
- (5) Drilling normally causes tire ruts and damage to unpaved areas. STL will not be responsible for this type of non-negligent damage.
- (6) This proposal is valid for a period of 90 days from date of issuance.
- (7) Any contract cancellation will be subject to reasonable time and expenses accrued at the time of cancellation.
- (8) If authorized to proceed, we will not exceed the quoted amount without prior approval of our client.

FEE SCHEDULE

ITEM NO.	DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL
DRILLING & SAMPLING					
1001	Mobilization-Demobilization of ATV Rig	1	L.S.	\$ 450.00	\$ 450.00
1004	Soil Borings with Split-Spoon Sampling using ATV Rig	165	L.F.	\$ 15.50	\$ 2,557.50
1005	Soil Borings with Split-Spoon Sampling using ATV Rig (Subject to a Minimum Daily Rate of \$1,550.00)		DAY	\$ 1,550.00	\$ -
1022	Bulk Samples	8	EACH	\$ 25.00	\$ 200.00
620	Pavement Coring Crew	1	DAY	\$ 575.00	\$ 575.00
638	Diamond Bit Expense, 8" Diameter	168	INCH	\$ 13.25	\$ 2,226.00
645	Patching Core Holes	7	EACH	\$ 50.00	\$ 350.00
1033	Standby Time		HOUR	\$ 200.00	\$ -
1052	Grout Boring	91	L.F.	\$ 10.00	\$ 910.00
1664	Field Engineer	16	HOUR	\$ 85.00	\$ 1,360.00
LABORATORY TESTING					
161	Soil Classification	165	L.F.	\$ 1.50	\$ 247.50
1232	Moisture Content	55	EACH	\$ 8.00	\$ 440.00
1288	Atterberg Limits	8	EACH	\$ 75.00	\$ 600.00
134	Grain Size Analysis w/Hydrometer	8	EACH	\$ 85.00	\$ 680.00
135	Grain Size Analysis	2	EACH	\$ 50.00	\$ 100.00
121	Modified Proctor Test	4	EACH	\$ 145.00	\$ 580.00
1252	California Bearing Ratio (CBR)	4	EACH	\$ 165.00	\$ 660.00
1298	Soil Nutrient Test	2	EACH	\$ 150.00	\$ 300.00
ENGINEERING ANALYSIS & RECOMMENDATIONS					
1687	Project Coordination	6	HOUR	\$ 95.00	\$ 570.00
1677	Drafting & Data Reduction	6	HOUR	\$ 55.00	\$ 330.00
1674	Analysis & Recommendations	8	HOUR	\$ 95.00	\$ 760.00
1673	Report Preparation	6	HOUR	\$ 95.00	\$ 570.00
ESTIMATED TOTAL					\$ 14,466.00

It is anticipated that we can commence boring and sampling within seven working days after notice to proceed. The field exploration is expected to be completed within three working days, and an additional approximate 15 working days are required for completing laboratory soils testing, engineering analysis, evaluation, recommendations, and report preparation.

Mr. Steven A. Potoczak
Delta Airport Consultants, Inc.
STL Proposal No. P16-03-002D28
Page 4

STL maintains the following insurance coverage:

Type of Coverage	Insurer	Limit of Liability	Expiration Date
Workers' Compensation	Ohio Bureau of Workers' Compensation	-	06/30/16
Professional Liability	Continental Casualty Company	\$2 million	04/02/16
General Liability	Cincinnati Insurance Company	\$9 million	01/11/17

Certificates of insurance will be filed with the client prior to the commencement of services for this project and after each renewal date of the policies listed on the certificates.

Our services will be billed shortly after the submittal of the report. The complete balance is due and is to be paid within 30 days after the billing date.

We trust that you will find this proposal in accordance with all your requirements and expectations. Please inform us of your intentions so that we may plan our time accordingly.

We appreciate the opportunity of helping to implement your plans and look forward to working with you.

Sincerely yours,

SOLAR TESTING LABORATORIES, INC.



Mark R. Recktenwald, P.E.
Vice President



February 23, 2016

EMAIL ONLY

Mr. Mark Recktenwald, P.E.
Vice President
Solar Testing Laboratories, Inc.
1125 Valley Belt Road
Brooklyn Heights, OH 44131

Subject: Request for Proposal
Geotechnical Subsurface Investigation Services
Reconstruct North-South Taxiway
Medina Municipal Airport
Medina, OH
AIP Project No. Pending
Delta Project No. 15108

Dear Mr. Recktenwald:

Delta Airport Consultants is preparing a contract for the design to reconstruct the North-South Taxiway, south of Runway 9-27 at the Medina Municipal Airport. The proposed project is shown on the enclosed Exhibit 1. Please provide a cost proposal for the following subsurface geotechnical investigations.

SCOPE OF WORK

- Four (4) soil borings and seven (7) pavement core and soil boring samples will be required in the project area approximately as shown on Exhibit 1 and which will be staked by our surveyor in advance. The boring locations may be adjusted in the field as required to avoid existing utilities, structures, etc., and as recommended by your on-site geotechnical engineer. The approximate boring locations referenced to Baseline "A" and requested depths are as follows:

<u>Boring</u>	<u>Station</u>	<u>Offset</u>	<u>Proposed Depth</u>
B-1	228+54	78' RT	15 feet
B-2	228+32	196' RT	15 feet
B-3	226+12	218' RT	15 feet
B-4	224+54	218' RT	15 feet
C-1	228+54	28' RT	15 feet
C-2	225+07	127' RT	15 feet
C-3	224+12	218' RT	15 feet
C-4	219+12	197' RT	15 feet
C-5	215+64	36' RT	15 feet
C-6	214+12	172' RT	15 feet
C-7	210+87	156' RT	15 feet

2. For all borings, classification and depth of each soil group by the Unified Classification System (visual method) shall be recorded. The approximate depth of water table shall be reported. Liquid limit, plastic limit, in-place moisture content, and sieve analysis of the existing soil materials shall be obtained in accordance with normal procedure as necessary to determine suitability for structural fill.
3. Pavement core boring C-1 shall be located in the Runway pavement approximately two feet into the Runway from the edge of the pavement and the Runway pavement section composition shall be recorded.
4. Pavement core borings C-2, C-3, C-4, C-5, C-6 and C-7 shall be located in the Taxiway pavement approximately along the centerline of the pavement and the Taxiway pavement section composition shall be recorded.
5. The bearing capacity or correlation between blow count and bearing capacity shall be reported for Borings B-1, B-2, B-3, B-4, C-3, C-4, C-6 and C-7. Bag samples shall be obtained from Borings B-2, B-4, C-4 and C-6 as necessary to run laboratory CBR's at optimum moisture and a modified proctor for the soil at a depth of 12 inches below the surface of the ground. The material shall be analyzed for suitability as borrow and for ease of excavation.
6. The depth of existing topsoil shall be reported where encountered for borings B-1 thru B-4. Samples of the existing topsoil and subsoil shall be obtained and a basic soil fertility test completed on each. One (1) composite sample for the site shall be used. The composite sample shall include a small sample from several locations.
7. The geotechnical report shall include all test data, recommendations concerning the quantity and quality of rock, if any, the suitability of the soil material for the embankment, description of the condition of the existing pavement structure, design CBR recommendations, equivalency factors for existing pavements versus new pavements, as well as any other pertinent recommendations pertaining to the construction of a pavement section within the project area that is capable of supporting the weight of a 15 ton loaded single-axle dump truck.

Additionally, the recommendations shall include a soil bearing strength and subgrade suitability for the construction of a bituminous asphalt taxiway pavement capable of supporting aircraft weighing 12,500 pounds or less.

The geotechnical report delivered shall be sealed by a registered professional engineer in the state of Ohio.

8. Split spoon borings to a depth of fifteen (15) feet below the surface for all of the borings will be required. The depth of each pavement layer for all pavement core soil borings shall be clearly noted.
9. Bag samples of existing base and/or subbase course material encountered shall be saved and utilized for sieve analysis. Standard sieve analysis with the FAA's normal screens shall be run on the bag samples of the existing base and/or subbase stone material encountered.

10. All borings shall be refilled and firmly compacted at the completion of the field work each day. The field crew shall not leave the site until all borings have been checked by Airport staff to assure satisfactory backfill and no settlement.
11. All pavement cores shall be filled with a Delta Engineer approved non-shrink grout material. Non-shrink grout material depth shall be equal to the pavement thickness of the core sample taken from each location.
12. All boring locations shall be reported with station and offset from Baseline "A". The stationing on the enclosed plan shall be used. Necessary field adjustments to as-bored locations shall be recorded.

GENERAL

13. If accepted, your proposal shall serve as the basis for a **unit price not-to-exceed** contract directly with Delta Airport Consultants, Inc. The proposal shall include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. A copy of Delta's subconsultant contract has been attached for your review.
14. As soon as your services are complete, your firm should invoice Delta Airport Consultants, Inc. Your invoice will then be included with the next Delta invoice. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. In order to be included with the next Delta invoice, your invoice should be received no later than the 25th of the month.

The invoice shall, at a minimum, include the following:

- a. Project name: Rehabilitate North-South Taxiway
 - b. Airport name: Medina Municipal Airport
 - c. Delta project number: 15108
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
15. All activities on the airfield shall be coordinated a minimum of a week in advance, first with the Engineer and then immediately prior to the start of work with the Airport Operator. The Delta and Airport Operator contacts are as follows:

Engineer

Steve Potoczak
Project Manager
Delta Airport Consultants, Inc.
(440) 895-0465

Airport Operator

Eric Olson
Facility Manager, Flight Services of Medina
Medina Municipal Airport
(330) 239-1606

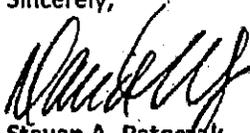
Mr. Mark Recktenwald, P.E.
February 23, 2016
Page 4

16. If your firm is a disadvantaged business enterprise (DBE), provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

Delta is requesting your proposal on or before March 1, 2016. It is anticipated that a notice-to-proceed for your work will be given during late March 2016. Upon receipt of the written notice-to-proceed, it is requested that a copy of the electronic files for the requested work be forwarded to our office within 30 days.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

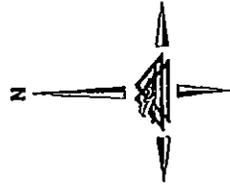
Sincerely,


For: Steven A. Potoczak
Project Manager

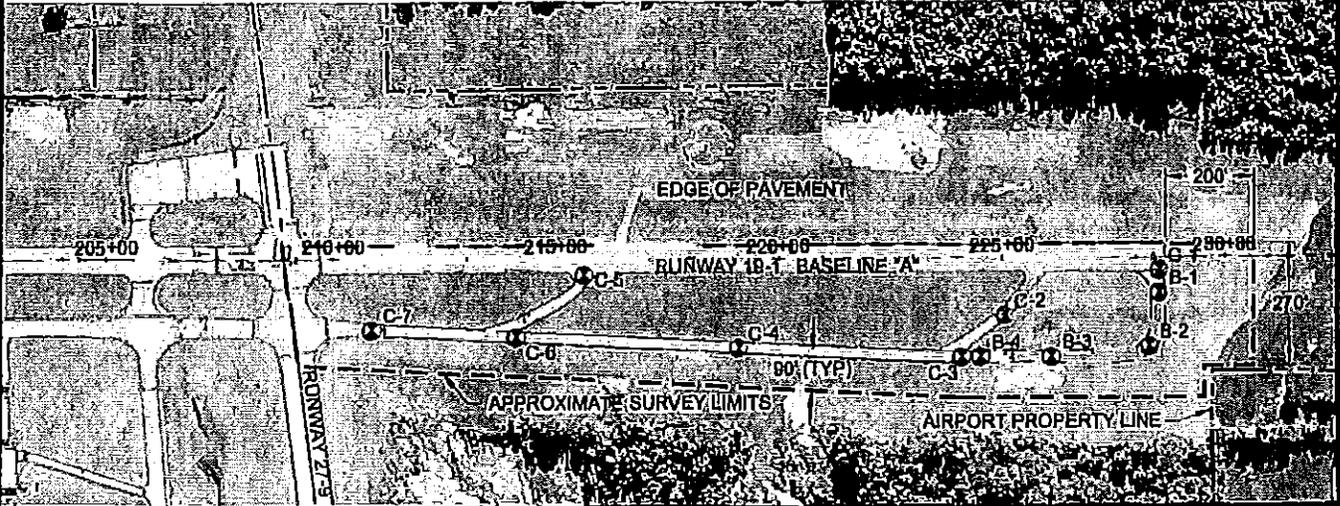
Enclosures: Exhibit 1
Subconsultant Agreement
Reference: Delta Project No. 15108

COORDINATES		
DESC	LATITUDE	LONGITUDE
RW 1 END	41° 07' 37.0043"	81° 45' 43.10000"
RW 18 END	41° 08' 05.3378"	81° 45' 42.4404"
RW 9 END	41° 07' 52.8971"	81° 45' 25.6037"
RW 27 END	41° 07' 56.7880"	81° 45' 39.3230"
MEDPORT	41° 08' 05.63921"	81° 46' 42.94401"
AZ MK	41° 07' 50.93114"	81° 46' 43.44553"

BORING LOCATIONS	
BORING #	STATION & OFFSET
B-1	STA 228+54, 76' RT
B-2	STA 228+32, 196' RT
B-3	STA 226+12, 218' RT
B-4	STA 224+54, 218' RT
C-1	STA 228+54, 28' RT
C-2	STA 225+07, 127' RT
C-3	STA 224+12, 218' RT
C-4	STA 219+12, 197' RT
C-5	STA 216+64, 36' RT
C-6	STA 214+12, 172' RT
C-7	STA 210+87, 156' RT



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**SURVEY & SOIL BORING RFP
MEDINA MUNICIPAL AIRPORT**

**EXHIBIT
1**

DRAWN BY: [blank] 5/11 CHECKED BY: [blank] 5/11 SCALE: 1" = 300' DATE: FEBRUARY 2016

ORDINANCE NO. 52-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE REHABILITATION OF THE AIRCRAFT TRANSIENT APRON AT THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the rehabilitation of the Aircraft Transient Apron at the Medina Municipal Airport in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$282,000.00, will be available as follows: \$14,100.00 in Account No. 547-0670-54411, \$14,100.00 in Account No. 109-0670-54411, and \$253,800.00 in Account No. 147-0670-54411 subject to final FAA grant approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 53-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE RECONSTRUCTION OF THE NORTH-SOUTH TAXIWAY AT THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the reconstruction of the North-South Taxiway at the Medina Municipal Airport in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$520,000.00, will be available as follows: \$26,000.00 in Account No. 547-0670-54411, and \$494,000.00 in Account No. 109-0670-54411 subject to final FAA grant approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 54-16

AN ORDINANCE AMENDING SECTION 31.02 (9) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE CABLE TV DEPARTMENT.

WHEREAS: Section 31.02 (9) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows:

(9) **CABLE TV** Hourly Rate

1 Cable TV Production Assistant* Pay Grade 51A

*The position of Production Assistant may be filled by more than one person not to exceed twenty-nine (29) hours per week combined.
(Ord. 134-11, 187-14)

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

SEC. 1: That Section 31.02 (9) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows:

(9) **CABLE TV** Hourly Rate

2 Cable TV Production Assistant* Pay Grade 51A

*Each position of Production Assistant may be filled by more than one person, but each person may not individually exceed twenty-nine (29) hours per week.
(Ord. 134-11, 187-14, 54-16)

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 55-16

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S), AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

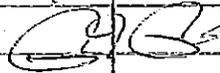
OSBORNE MEDINA INC. -- INVOICE

ORD 55-16
Exh. A

795 NORTH PROGRESS DRIVE, MEDINA, OH 44256
Ph: (330)723-0015 Fax: (330)722-8362

CITY OF MEDINA
132 N. ELMWOOD ST.
P.O. BOX 703
MEDINA OH 44258-0703

Customer No. MED1100
Invoice Date 1/9/2016
Invoice Number 232424 Pg 2
Job Id ROSCOE PARK
Credit Terms NET 30 DAYS

Date	Ticket	Qty	Description	Price	Amount
01/08/16	722682	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
***** PRODUCT SUMMARY *****					
PRODUCT		QUANTITY U/M			
3000# FOOTER		3.00 CY			
LSM-50		63.00 CY			
25# BAG FLAKE CALCIUM		2.00 EA			
R/M FUEL SURCHARGE		8.00 EA			
LESS LOAD (3 - 3 3/4 YD)		1.00 EA			
R/M DEMURRAGE		0.50 HR			
WINTER HEATING CHARGE		66.00 Y			
<p>PO # 2016-0483 Line # 1</p> <p>Partial <input checked="" type="checkbox"/> Complete <input type="checkbox"/></p> <p>Date: 3/29/16</p> <p>Approved: </p> <p>(Guilford Road culvert project)</p>					

ANY DISCREPENCIES ON THIS INVOICE
MUST BE REPORTED WITHIN 90 DAYS.
THANK YOU FOR YOUR BUSINESS!

Sub-Total 4985.00
Sales Tax- MC 0.00
Invoice Total 4985.00

OSBORNE MEDINA INC. -- INVOICE

795 NORTH PROGRESS DRIVE, MEDINA, OH 44256

Ph: (330)723-0015 Fax: (330)722-8362

CITY OF MEDINA
132 N. ELMWOOD ST.
P.O. BOX 703
MEDINA OH 44258-0703

Customer No. MED1100
Invoice Date 1/9/2016
Invoice Number 232424 Pg 1
Job Id ROSCOE PARK
Credit Terms NET 30 DAYS

Date	Ticket	Qty	Description	Price	Amount
01/04/16	722583	3.00 CY	3000# FOOTER	93.75	281.25
01/04/16	722583	3.00 Y	WINTER HEATING CHARGE	6.25	18.75
01/04/16	722583	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/04/16	722583	1.00 EA	LESS LOAD (3 - 3 3/4 YD)	0.00	0.00
01/04/16	722583	1.00 EA	25# BAG FLAKE CALCIUM	8.50	8.50
01/04/16	722583	0.50 HR	R/M DEMURRAGE	75.00	37.50
01/06/16	722613	9.00 CY	LSM-50	67.25	605.25
01/06/16	722613	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/06/16	722613	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/06/16	722616	9.00 CY	LSM-50	67.25	605.25
01/06/16	722616	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/06/16	722616	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/06/16	722618	9.00 CY	LSM-50	67.25	605.25
01/06/16	722618	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/06/16	722618	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/08/16	722678	9.00 CY	LSM-50	67.25	605.25
01/08/16	722678	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/08/16	722678	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/08/16	722679	9.00 CY	LSM-50	67.25	605.25
01/08/16	722679	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/08/16	722679	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/08/16	722679	1.00 EA	25# BAG FLAKE CALCIUM	8.50	8.50
01/08/16	722681	9.00 CY	LSM-50	67.25	605.25
01/08/16	722681	9.00 Y	WINTER HEATING CHARGE	6.25	56.25
01/08/16	722681	1.00 EA	R/M FUEL SURCHARGE	0.00	0.00
01/08/16	722682	9.00 CY	LSM-50	67.25	605.25
01/08/16	722682	9.00 Y	WINTER HEATING CHARGE	6.25	56.25

CONTINUED

ORDINANCE NO. 56-16

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS TO PROVIDE FIXED ROUTE PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF MEDINA FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2016 through December 31, 2016.
- SEC. 2:** That the City's annual share of this service (Grant Project #AF-15-03) is \$45,000.00 and will be available as follows: \$11,200.00 in Account No. 125-0455-52215 and \$33,800.00 in Account No. 001-0707-52215.
- SEC. 3:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this Memorandum of Understanding is effective January 1, 2016; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Ord. 5615
Exh. A

MEMORANDUM OF UNDERTANDING

Medina County Public Transit, acting on behalf if the Medina County Board of Commissioners, hereby agrees to provide fixed route public transportations services, and complementary paratransit services, within the City of Medina during the operating period of January 1, 2016 through December 31, 2016.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through use of Median County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operations for these services shall be 6:00 a.m. through 5:50 p.m., Monday through Friday, and 10:00 a.m. through 3:50 p.m. on Saturdays (see attached schedules).

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$45,000.00 toward the overall costs of operation of these transit services during the aforementioned period.

Either Party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

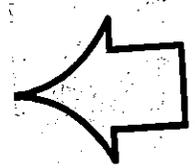


Adam Friedrich, President
Medina County Board of Commissioners

Date: 5 APR 16

Dennis Hanwell, Mayor
City of Medina

Date: _____



Ord. 56-15
Exh. A

MEMORANDUM OF UNDERTANDING

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Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through use of Median County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

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Either Party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.

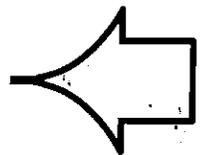


Adam Friedrick, President
Medina County Board of Commissioners

Date: 5 APR 16

Dennis Hanwell, Mayor
City of Medina

Date: _____



ORDINANCE NO. 57-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS FOR THE RENOVATION OF THE MEMORIAL PARK POOL AND POOL HOUSE.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids for the renovation of the Memorial Park Pool and Pool House in accordance with specifications on file in the office of the Mayor.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 58-16

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$50,986.00 TO GAMETIME FOR THE INSTALLATION OF A Poured in Place Rubberized Playground Surface at Sam Masi Park, Repealing Ordinance No. 9-16, Passed January 25, 2016, and Declaring an Emergency.

WHEREAS: Ordinance No. 9-16, passed January 25, 2016 authorized the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Sam Masi Park Playground Surfacing Project; and

WHEREAS: Upon researching specifications, it was discovered that this project could be performed utilizing the US Communities Cooperative Purchasing Program Contract #110179 through GameTime which offers an 18% discount and a 5 year warranty on poured in place rubber; and

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State or National contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state or national contracts; and

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

SEC. 1: That the expenditure of \$50,986.00 to GameTime is hereby authorized for the installation of a poured in place rubberized playground surface at Sam Masi Park.

SEC. 2: That the funds to cover the purchase, in the amount of \$50,986.00, are available in Account No. 104-0301-54411.

SEC. 3: That Purchase Order #2016000478 is hereby increased by \$986.00 to \$50,986.00.

SEC. 4: That Ordinance No. 9-16, passed January 25, 2016 is hereby repealed.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to schedule the installation as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

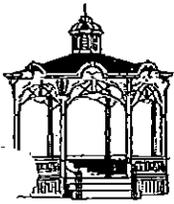
PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



City of Medina

132 North Elmwood Ave P.O. Box 703
Medina, OH 44258
PH: 330-725-8861
FAX: 330-722-9058

PURCHASE ORDER

ORD 58-16
EXH-A

No. 2016000478

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

DELIVER AND SHIP TO THIS DEPT.
PARKS DEPARTMENT
CITY OF MEDINA
132 NORTH ELMWOOD
MEDINA, OHIO 44256

NAME AND ADDRESS OF VENDOR
BB9999
BEST BIDDER
/

PURCHASE ORDER DATE
01/25/16

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS	UNIT PRICE	EXTENSION
001	#1016 MASI PK PLAYGRND SURFACE	110-0302-54411	0		.00	40000.00
002	#1016 MASI PK PLAYGRND SURFACE	104-0301-54411	0		.00	10000.00
ORD 9-16, PASSED 1/25/16, EFFECTIVE 2/24/16						
TOTAL AMOUNT NOT TO EXCEED						50000.00

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:
34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:
City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

Robert W. Dickson
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

ORDINANCE NO. 9-16 (Repealed)

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE SAM MASI PARK PLAYGROUND SURFACING PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the Sam Masi Park Playground Resurfacing project, City Job #1016, in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$50,000.00, is available as follows: \$40,000.00 in Account No. 110-0302-54411 and \$10,000.00 in Account No. 104-0301-54411.

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

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 25, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 26, 2016

SIGNED: Dennis Hanwell
Mayor

RESOLUTION NO. 59-16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK AND TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY16 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY16 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

WHEREAS: Included in the Action Plan is a partnership option allowing eligible communities to partner on one single application. By electing to file an application under a Partnership Agreement, the cities of Medina and Brunswick are each eligible for an additional \$150,000 in funds over and above the grant threshold for single applicants; and

WHEREAS: The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2016 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is \$400,000.00 making the total grant request \$800,000.00.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance from the Ohio Development Services Agency for a PY2016 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: The City of Medina proposes to utilize the requested funds, if awarded, to carry out the

following housing activities:

1. Private Owner Rehabilitation approximately \$453,500. Approximately (11) housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest,

partially forgivable with payback deferred until the owner transfers interest in the property. Funding Source – HOME Funds.

2. Home Repair Assistance approximately \$239,500. Approximately (20) housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately \$11,000. Approximately (7) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.
4. Administration approximately \$91,000. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
5. Fair Housing approximately \$5,000. Funding Source – CDBG Funds.

SEC. 3: That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with CT Consultants, Inc. and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

SEC. 4: That a copy of the Partnership Agreement with the City of Brunswick is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 5: That a copy of the Agreement with CT Consultants, Inc. is marked Exhibit B, attached hereto, and incorporated herein.

SEC. 6: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this 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 the law.

SEC. 7: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

PY 2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this ___ day of _____, 2016, by and between the City of Medina and City of Brunswick (collectively referred to herein as the "Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community Development has established through the Program Year ("PY") 2016 Community Housing Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional \$150,000.00 in excess of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the potential total grant award will be \$800,000.00; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate the City of Medina as the grantee for the 2016 CHIP Partnership Application (the "Grantee");
- 2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME and OHTF, if awarded.
- 3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2016 Community Housing Impact and Preservation Grant, if funded.
- 4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2016 CHIP Partnership Application, including the Housing Needs Assessment, selection of eligible project activities, and administering and implementing the grant in

accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations.

On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targeted and completed within its jurisdiction:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and

7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner jurisdiction will be determined by the eligible applications received.

8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.

9) The City of Brunswick agrees to the following selection criteria:

- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
- TBRA applications will comply with the local housing authority selection process.

10) The City of Brunswick agrees to elect to choose the following finance mechanism:

- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistance will be a grant.
- Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.

11) This Partnership Agreement will take effect and be in force from the date of full executed and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.

12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.

13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart , in an agreed upon venue (conference call or on site) to review the progress of the PY 2016 grant.

14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household

members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

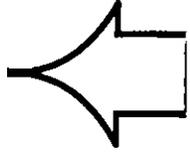
19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is April 1, 2016 up to and including December 31, 2018.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA

CITY OF BRUNSWICK



Mayor Dennis Hanwell

Anthony Bales, City
Manager/Manager/Safety Director

Date: _____

Date: _____

Approved as to form:

Kenneth J. Fisher, Law Director
City of Brunswick

Gregory A. Huber, Law Director
City of Medina

Handwritten signature or initials on the right margin.

EXHIBIT "A"

**CITY OF MEDINA
PY 2016 CHIP
BUDGET**

MEDINA

Activity	Hard Costs	Soft Costs*	Total	Admin.	Units
Private Rehab	\$188,000	\$33,000	221,000	\$21,100	5
Home Repair	\$ 100,000	\$20,000	\$120,000	\$11,400	10
TBRA	\$10,000	\$1000	\$11,000	\$ 1,000	7
TOTALS	\$298,000	\$54,000	\$352,000	\$33,500	22

*Soft costs including lead costs.

BRUNSWICK

Activity	Hard Costs	Soft Costs*	Total	Admin.	Units
Private Rehab	\$197,900	34,600	\$232,500	19,000	6
Home Repair	\$100,400	19,100	\$119,500	11,500	10
TOTALS	\$298,300	\$53,700	\$352,000	33,500	16

*Soft costs including lead costs.

**AN AGREEMENT
BETWEEN
CITY OF MEDINA, OHIO
and
CT CONSULTANTS, INC.
FOR PROFESSIONAL SERVICES**

SECTION I - GENERAL

THIS AGREEMENT is made in Medina, Ohio contingent upon an executed grant agreement by and between the City of Medina, 132 North Elmwood Ave., Medina, Ohio 44256 hereinafter called the "CITY" and CT Consultants, Inc., Engineers, Architects and Planners, located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY requested that the CONSULTANT provide a Statement of Qualifications for professional planning and engineering services for the Program Year 2016 CDBG Community Housing Impact and Preservation Program (CHIP); and

WHEREAS, the CONSULTANT submitted a Statement of Qualifications dated February 18, 2016 in response to the CITY's request; and

WHEREAS, the CITY has selected the CONSULTANT, based upon the CONSULTANT's qualifications, to provide the services outlined in Section II of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do mutually agree as follows:

SECTION II - SCOPE OF SERVICES

- A. When authorized by the CITY, the CONSULTANT shall perform the scope of services, which scope is duplicated as Exhibit "A" attached hereto.
- B. In addition to the services outlined in Subsection "A" above, the CONSULTANT shall provide for the performance of any other services related to the project, as authorized in writing.
- C. The Community may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon between the Community and the CONSULTANT, shall be incorporated in written amendment to this Contract.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

- A. The CITY agrees to pay the CONSULTANT for services rendered according to the terms outlined in Exhibit "B" attached hereto.
- B. Fees for any services performed pursuant to Section II.B. shall be established at the time such services are authorized in writing and shall be payable as outlined in Section III.A.
- C. When and if the CITY authorizes the CONSULTANT to employ others to perform services or if the CONSULTANT advances review fees to any agency, the fee paid the CONSULTANT by the CITY for such services by others or the review fees advanced shall be the actual cost invoiced by others to the CONSULTANT times a factor of 1.1.

SECTION IV - SERVICES TO BE FURNISHED BY THE CITY

It is understood that:

- A. All available information shall be turned over to the CONSULTANT insofar as they are available or may be secured by the CITY, including all available information necessary for the Administration and Implementation of the CHIP.
- B. Review and approve, where required, all reports, procedures and other documents presented by the CONSULTANT, and furnish a written decision pertaining thereto, within a reasonable time period, in order for the Program to progress on schedule.
- C. Designate a person who will act as representative for the CITY in regard to the work to be performed under the Agreement, and provide oversight to the CONSULTANT.
- D. Perform all legal and accounting functions necessary for the continued implementation of the CHIP. The CITY will be exempt from providing legal services for any negligence or failure to perform by CT Consultants, Inc.
- E. Ensure that all Administration requirements pertaining to this Agreement are fulfilled.
- F. The cost of furnishing the services as indicated under A and B immediately above shall be borne by the CITY as a cost separate and apart from the fees paid to the CONSULTANT under the terms of this contract, except as may be otherwise noted.

SECTION V - TIME SCHEDULE

The services to be provided by the CONSULTANT are contingent upon the grant award. Should the grant be awarded to the City of Medina, the agreement will be effective September 1, 2016 which will include all eligible application costs. The CONSULTANT agrees to complete all work in connection with the administration and implementation as required by the Program Year 2016 program schedule, which calls for the CHIP to be closed out on December 31, 2018.

SECTION VI - DESIGNATED REPRESENTATIVES

The CONSULTANT shall assign Phyllis Dunlap to be in responsible charge of this project. Should the CONSULTANT deem it necessary to assign another individual to be in responsible charge of the project, the CONSULTANT shall notify the CITY in writing of the contemplated change and shall furnish the name of the individual to be in responsible charge of the project for the CONSULTANT. The CITY shall have the right to approve or disapprove of the individual to be placed in responsible charge of the project if such a change is necessary.

SECTION VII - TERMINATION

A. Termination of Contract for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the community, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the CONSULTANT, and the Community may withhold any payment to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Community from the CONSULTANT is determined.

B. Termination for Convenience

In the event the CITY or the CONSULTANT desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The CONSULTANT shall be permitted to complete all started projects and design work

in process; all other services shall cease at the end of the ninety (90) days. The CONSULTANT shall return to the CITY all maps, drawings and other CITY records.

SECTION VIII - PERSONNEL

- A. The CONSULTANT represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees in a position to participate in a decision making process or gain inside information with regard to such activities of or have any contractual relationship with the Community.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

SECTION IX - ASSIGNABILITY

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators, and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

SECTION X - REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

SECTION XI - RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-

Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.

SECTION XII - FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the Community.

SECTION XIII - COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONSULTANT.

SECTION XIV - COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the CONSULTANT shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

SECTION XV - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified

applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.

- c. The CONSULTANT will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONSULTANT's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

SECTION XVI - CIVIL RIGHTS ACT OF 1988, AS AMENDED

Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION XVII - SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT, AS AMENDED

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

SECTION XVIII - SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is

in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONSULTANTS, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION XIX - INTEREST OF MEMBER OF THE GOVERNING BODY

No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION XX - INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION XXI - INTEREST OF CONTRACT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION XXII - APPROVAL

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer their interest in this Agreement without the written consent of the other party thereto.

SECTION XXIII - NOTICE

All notices which either party have to or may give shall be addressed, in the case of the CITY, as follows:

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

And in the case of the CONSULTANT, as follows:

CT CONSULTANTS, Inc.
Attn: Phyllis Dunlap
8150 Sterling Court
Mentor, Ohio 44060

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date indicated.

ATTEST: CITY OF MEDINA, OHIO
By: _____
Dennis Hanwell, Mayor

ATTEST:
By: _____
Date: _____

WITNESSES: CT CONSULTANTS, INC.
By: _____
Richard J. Iafelice, P.E., P.S.
Date: _____

The foregoing Contract is hereby approved as to form on this _____ day of _____, 2016.

CITY OF MEDINA, OHIO

Law Director

Huber

FINANCE DIRECTOR'S CERTIFICATE

The undersigned Finance Director of the City of Medina, Ohio does hereby certify that all amounts required to meet the attached agreement for payment of professional services provided for on said agreement have been lawfully appropriated and authorized for said purposes and are in the Treasury of said CITY, or in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

Date: _____

MEDINA, OHIO

Finance Director

Keck

EXHIBIT "A"

CONSULTANT SCOPE OF SERVICES

The CONSULTANT shall perform the necessary services under the Agreement in connection with the administration and technical program management of the PY 2016 Community Housing Impact and Preservation Program (CHIP) in accordance with the Housing and Community Development Act of 1977, as amended, the basis requirements of the Ohio Development Services Agency (ODSA), Office of Community Development. The work required of the CONSULTANT is as follows:

Administration and Implementation in accordance with the Partnership Agreement entered into by the Cities of Medina, Brunswick and Wadsworth:

- 1.1 Maintain environmental assessment file;
- 1.2 Prepare all necessary certifications and assist in grant execution and grant amendments;
- 1.3 The CONSULTANT will assemble all of the above data into prescribed format for transmittal to ODSA;
- 1.4 General administration and management of the PY 2016 Community Housing Impact and Preservation Program (CHIP) in accordance with the Partnership Agreement, conforming with appropriate HUD and ODSA regulations;
- 1.5 Prepare and maintain environmental review record file for the projects, contained in the PY 2016 Community Housing Impact and Preservation Program (CHIP);
- 1.6 Prepare notice of finding of no significant impact;
- 1.7 Prepare notice of intent to request release of funds;
- 1.8 Assist in monitoring EEO requirements;
- 1.9 Prepare request for release of funds and certification file;
- 1.10 Administer and implement the Private Owner Rehab Activity as per the grant application, by preparing bid documents, plans, specifications and inspection (11 homes estimated to be rehabbed);
- 1.11 Administer and implement the owner home repair activity (20 units estimated to be repaired);
- 1.12 Assist with the Administration of the Tenant Based Rental Assistance Activity (7 households to be assisted);

- 1.14 Monitor program budget to ensure that activities to be performed are consistent with intent of the PY 2016 Community Housing Impact and Preservation Program (CHIP);
- 1.15 Prepare grantee performance reports;
- 1.16 Advise grantee, as requested, on the status of the program;
- 1.17 Assist in Citizen Participation requirements (meetings, public hearings, etc.);
- 1.18 Assist the CITY in Post-Grant Management for the period of two (2) years following expiration of the grant.

SCOPE OF SERVICES - LEAD BASED PAINT IN PRIVATE HOUSING REHABILITATION

Task 1 - Single-family Housing Lead-Based Paint Inspections and Risk Assessments

The CONSULTANT will assist the Client in identifying the presence and location of interior and exterior lead-based paint in single-family housing units. The CONSULTANT will provide a lead inspector/risk assessor licensed by the Ohio Department of Health (ODH) to conduct the lead-based paint inspections/assessments. The lead-based paint inspections/assessments will be conducted in accordance with HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (Guidelines), and will consist of the following:

- A. Obtaining information from the Client on type and condition of the units to be inspected and assessed;
- B. Performing a visual assessment of each unit as well as assessing the condition of each paint type identified and selecting the painted surfaces to be tested based on use patterns and visual observations;
- C. Testing the painted surfaces utilizing a portable x-ray fluorescence (XRF) instrument. The number of testing combinations will be in accordance with HUD guidelines. In addition, the testing will include the collection of Calibration Check Readings. These Readings will be collected prior to, during and/or at the completion of the inspection of each single-family housing unit.
- D. If applicable, collecting and analyzing paint chip samples from components that cannot be tested by the XRF instrument, as well as components that exhibit an inconclusive result during XRF testing. The paint chip samples will be submitted to a laboratory accredited by the United States Environmental Protection Agency (USEPA) through the EPA National Lead Laboratory Accreditation Program for analysis of lead content;
- E. Collecting soil samples from around the exterior of the single-family housing unit. Specific areas to be sampled may include; bare spots in play areas, near the building foundation (drip line), in gardens and/or yards. The soil samples will be

submitted to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.

- F. Collecting a representative number of dust samples from floors, interior windowsills and window troughs at each single-family housing unit in accordance with HUD protocol. Submitting the dust samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- G. Upon completion of the lead-based paint inspection/risk assessment at each single-family housing unit and receipt of data for any analysis performed, preparing a letter report, which presents the findings of the lead-based paint inspection, and risk assessment. The report will present the location of all lead-based painted building components as well as outline specific lead hazard control options (i.e. interim control and/or abatement options) for the specific lead hazards identified at each unit. The CONSULTANT will present the most feasible and effective options for each specific situation. Copies of the inspection forms that contain the XRF readings, the Calibration Check Reading result forms and any laboratory reports will be included as attachments to the letter report. The Client will be provided with three (3) copies of this report.

Task 2 - Specification Development for Lead-Based Paint Abatement Activities at Single-family Housing Units

Prepare bid specifications for the abatement of lead-based painted building components at each Single-family Housing Unit. The specifications will outline the responsibilities of the Owner; the Owner's Representative and the Contractor.

Task 3 - Clearance Sampling Following Lead-Based paint Abatement Activities at Single-family Housing Units

The CONSULTANT will provide a lead risk assessor licensed by the ODH to perform clearance sampling at single-family housing units. The clearance sampling will be conducted in accordance with HUD guidelines and will consist of the follows:

- A. Conducting a visual examination of each unit to determine if all required work has been completed and all lead-based paint hazards have been controlled as well as determine if there is visible settled dust, paint chips or debris in the interior or around the exterior of each specific unit;
- B. Performing clearance dust sampling of floors, interior windowsills, window troughs and, if applicable, clearance soil sampling in accordance with HUD protocol;
- C. Submitting the dust and soil samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.

- D. Comparing the laboratory analytical report to HUD clearance standards and preparing a single letter report, which presents the findings of the clearance sampling, conducted at each single-family housing unit. Each single-family housing unit, which meets the HUD clearance standard, will be issued a "Certificate" which documents that lead abatement activities were performed and that acceptable clearance levels were achieved subsequent to these activities. The client will be provided with three (3) copies of the letter report and three (3) copies of each "Certificate".

EXHIBIT "B"

COMPENSATION

The CITY will pay the CONSULTANT for the Scope of Services in Exhibit "A"; a not to exceed fee for the administration work performed by the CONSULTANT. The payments shall be made monthly, upon presentation of the CONSULTANT's statements for services performed. CONSULTANT's statement shall include personnel, job title, hours worked, rate of pay and total dollars for each staff person and corresponding program activity service provided. The total shown for soft costs is an estimate at this time. Total soft costs will be based on the actual units completed, billed on a per unit cost. Rates of pay shall correspond to rate schedule submitted with RFQ. Payments for services shall be made within thirty (30) days upon receipt of such invoices by the CITY and in the normal course of business. The budget items for payment of services rendered shall be as follows:

Administration of Program Activities and Coordination with City/State	\$81,000
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Implementation of Private Owner Rehabilitation and Owner Home Repair including lead based paint services and other soft costs on a per project cost as follows:

Private Owner Rehab \$6,000 per unit

Billed as follows:

Phase 1 – Contract signing	\$3,000
Phase 2 – Final Inspection	<u>\$3,000</u>
	\$6,000 per unit

<u>Estimated</u> units Rehabbed 11 X \$6,000	\$66,000
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Home Repair \$1,950 per unit

Billed as follows:

Phase 1 – Contract signing	\$975
Phase 2 – Final Inspection	<u>\$975</u>
	\$1,950 per unit

<u>Estimated</u> units Repaired 20 X \$1,950 per unit	\$39,000
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TOTAL	\$190,000
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EXHIBIT "C"

ADDITIONAL SERVICES

The Scope of Services identified in Exhibit "A: calls for CT Consultants, Inc. to provide administration and implementation to City of Medina for the PY 2016 Community Housing Impact and Preservation Program. City of Medina wishes to provide additional rehabilitation or Home Repair through the use of Program Income. CT Consultants, Inc. will perform these additional duties as provided by Section IIB of this agreement. Services will be in accordance with the requirements of the Ohio Development Services Agency.

The fee for these additional services provided will be based upon the soft costs per unit as contained in the 2016 Application and will be billed as provide in Exhibit "B. The additional services fee shall be paid from the City's Program Income Account.