

**FINANCE COMMITTEE AGENDA**  
**January 8, 2024**  
**Council Rotunda**

**Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 24-001-1/8 – 2024 Tax Advance Request
3. 24-002-1/8 – Repeal Ord. 207-23 / Increase P.O. 2023-1706 Wise Waterproofing
4. 24-003-1/8 – Expenditure Over \$20,000 – Akron Uniforms – Police Dept.
5. 24-004-1/8 – Expenditure Over \$20,000 – Huntington Bank – Police Dept.
6. 24-005-1/8 – Expenditure Over \$20,000 – Fire Safety Services – Fire Dept.
7. 24-006-1/8 – Expenditure Over \$20,000 – Armstrong Cable – IT Dept.
8. 24-007-1/8 – Expenditure Over \$20,000 – Technology Engineering – IT Dept.
9. 24-008-1/8 – Adopt Multi-Use Path Plan
10. 24-009-1/8 – Architect Design Services Agreement – Medina Municipal Court
11. 24-010-1/8 – Capital Improvement Purchase Order – MCRC
12. 24-011-1/8 – Budget Amendments
  - a. #24-001
  - b. #24-002
  - c. #24-003
  - d. #24-004

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 24-001-1/8 – 2024 Tax Advance Request
- 24-002-1/8 – Repeal Ord. 207-23 / Increase P.O. #2023-1706 Wise Waterproofing
- 24-003-1/8 – Expenditure Over \$35,000 to Akron Uniform for Police Dept.
- 24-004-1/8 – Expenditure Over \$20,000 to Huntington Bank – Police Dept.
- 24-005-1/8 – Expenditure Over \$20,000 to Fire Safety Services – Fire Dept.
- 24-006-1/8 – Expenditure Over \$20,000 to Armstrong Cable – IT Dept.
- 24-007-1/8 – Expenditure Over \$20,000 to Technology Engineering – IT Dept.
- 24-008-1/8 – Adopt Multi-Use Plan
- 24-009-1/8 – Architect Design Services Agreement – Medina Municipal Court
- 24-010-1/8 – Capital Improvement Purchase Order – MCRC
- 24-011-1/8 – Budget Amendments

1/8/24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-001-1/8

FROM: Keith H. Dirham  
DATE: Thursday, December 7, 2023  
SUBJECT: 2024 Real Estate Tax Advance Request

Committee: Finance & Council

**SUMMARY AND BACKGROUND:**

I respectfully request that Council approve the attached request for Real Estate Tax Advances for 2024.

**Estimated Cost:**

**Suggested Funding:**

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

Emergency Clause Requested: Yes

Reason: Form received from County this week, needs to be returned by January 12

Recd from County 12-5-23

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord. 4-24  
1-8-24

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## REQUEST FOR ADVANCE OF TAXES COLLECTED

MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS

Rev. Code Sec 321.34

To the Auditor of Medina County, Ohio:

\_\_\_\_\_, Ohio, \_\_\_\_\_, 20\_\_\_\_\_.

YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of \_\_\_\_\_ as 1 \_\_\_\_\_ of 2 \_\_\_\_\_ in said County for \_\_\_\_\_ Dollars, of the current collection of taxes assessed and collected for and in behalf of said 3 \_\_\_\_\_ which shall be held and treated as an advance payment on the current collection of taxes due said 3 \_\_\_\_\_ at the ensuing settlement, 20\_\_\_\_\_, as provided by law.

Pursuant to a Resolution adopted by the 4 \_\_\_\_\_ adopted \_\_\_\_\_, 20\_\_\_\_\_. Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
*President of the Board – City – Village Treasurer*

\_\_\_\_\_  
*Fiscal Officer/Treasurer*

- 
1. Fiscal Officer or Treasurer
  2. \_\_\_\_\_ School District, \_\_\_\_\_ Township or the (City – Village) of \_\_\_\_\_
  3. District, Township or Municipality
  4. Board of Education of said School District, Board of Trustees of said Township, or Council of said Municipality.

**REQUEST FOR ADVANCE OF TAXES COLLECTED  
MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS**

Rev. Code Sec. 321.34

**To the Auditor of Medina County, Ohio:**

\_\_\_\_\_, Ohio, \_\_\_\_\_, 20 \_\_\_\_\_.

*YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ in said County for \_\_\_\_\_ Dollars, of the current collection of taxes assessed and collected for and in behalf of said \_\_\_\_\_ which shall be held and treated as an advance payment on the current collection of taxes due said \_\_\_\_\_ at the ensuing settlement, 20 \_\_\_\_\_, as provided by law.*

*Pursuant to a Resolution adopted by the \_\_\_\_\_, adopted \_\_\_\_\_, 20 \_\_\_\_\_, Resolution No. \_\_\_\_\_.*

\_\_\_\_\_  
*(President of Board - City - Village Treasurer)*

\_\_\_\_\_  
*Fiscal Officer/Treasurer*

- 
1. Fiscal Officer or Treasurer
  2. \_\_\_\_\_ School District. \_\_\_\_\_ Township, or the (City - Village) of \_\_\_\_\_
  3. District, Township or Municipality.
  4. Board of Education of said School District. Board of Trustees of said Township. or Council of said Municipality.



# ANTHONY P. CAPRETTA

## Medina County Auditor

144 North Broadway St. • Medina, Ohio 44256

Date: December 5, 2023

To: Township Fiscal Officers  
Village Clerks  
City Finance Directors  
Library Treasurers  
School Treasurers

From: Kristen Johnson, Tax Settlements *KJ*  
Medina County Auditor's Office

Re: Tax Advances (1st half 2024 collection)  
(2nd half 2024 collection)

Schedule for Advances on the First Half Tax Collection:

REQUEST SLIP DUE BY:

PAYMENT DATES:

FRIDAY: January 12, 2024

FRIDAY: January 19, 2024

FRIDAY: February 2, 2024

FRIDAY: February 16, 2024

FRIDAY: March 1, 2024

Schedule for Advances on the Second Half Tax Collection:

PAYMENT DATES:

FRIDAY: July 5, 2024

FRIDAY: July 19, 2024

FRIDAY: August 2, 2024

There will be seven advances for the year, four of them payable during the first half and three of them payable during the second half. When passing your resolution or ordinance, please indicate that you are requesting all available advances for the year.

Please send in one request slip (see attached) and a copy of your resolution or ordinance stating that you want the advances for the year of 2024. Please have your President of the board sign the slip.

If you would like to request the advances but will not have your resolution or ordinance until after the first advance date, let me know.

If you have any special needs or questions, please email or call  
330-725-9766.

**REQUEST FOR COUNCIL ACTION**

**From:** Grants

**No.** RCA 24-002-1/2

**Date:** December 20, 2023

**Committee:** Finance + Council

**Subject:** Repeal Ord. 207-23 – Increase P.O. #2023001706 Wise Waterproofing

**Summary and background:**

Repeal Ord. 207-23, passed December 11, 2023 and pass a new Ord. with the correct contractor and account information.

The purchase order number on the first RCA (23-249-12/11) was incorrect, which caused all of the information in Ord. 207-23 to be incorrect.

This is to pay Wise Waterproofing (Daniel Wise) for work performed at 30 Circle Drive under the PY20 CHIP Grant.

**Estimated Cost:** \$21,100.00

**Suggested Funding:**

**Sufficient Funds in Account:** 139-0460-52215

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes X No \_\_\_

**Reason:** ~~Work is completed, contractor needs to be paid.~~

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

*Ord. 9-24  
1-8-24*

*Repeal*

**ORDINANCE NO. 207-23**

**AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO CONNECTED ELECTRICAL LLC FOR THE PY20 CHIP REHABILITATION AT 30 CIRCLE DRIVE, AND DECLARING AN EMERGENCY.**

*Wise Waterproofing  
23-1706*

**WHEREAS:** The Community Development Department has requested to increase Purchase Order #2023001708 by \$21,100.00 for the PY20 CHIP restoration at 30 Circle Drive.

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

**SEC. 1:** That the increase to Purchase Order #2023001708 to \$37,045.00 is hereby authorized for the Community Development Department.

*1706 \$39,500*

**SEC. 2:** That the funds in the amount of \$21,100.00 to cover this increase are available in Account No. 137-0406-52215.

*139-0460-52215*

**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 work has been ongoing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** December 11, 2023

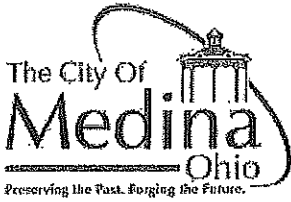
**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** December 12, 2023

**SIGNED:** Dennis Hanwell  
Mayor





**City of Medina**  
 132 North Elmwood Ave  
 P.O. Box 703  
 Medina, OH 44258

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **2023001706**  
 P.O. Date: 10/23/2023  
 Req. Number: 2023-GRA-0044

Requested By: Lilly Selva  
 Blanket Type:  
 Ship Via:  
 Terms:

*Correct Purchase Order*

**Deliver To** PLANNING DIRECTOR  
 CITY OF MEDINA  
 132 N ELMWOOD AVE  
 MEDINA, OHIO 44256

**Vendor** W00717  
 DANIEL WISE  
 3257 SAMUEL ROAD  
 AKRON, OH 44312

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
NEW VENDOR & EXPENDITURE BOC APPROVED 10/23/23						
		Accounting				
001	PY20 CHIP-30 CIRCLE DRIVE	139-0460-52215				\$18,400.00

Purchase Order Total: \$18,400.00

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

*Keith A. Dribner*

10/26/2023

Director of Finance

Date

# REQUEST FOR COUNCIL ACTION

No. RCFA 23-249-12/11

FROM: Grants

Committee: Finance / Council

DATE: December 7, 2023

SUBJECT: Purchase Order Increase

## SUMMARY AND BACKGROUND:

City Council is requested to approve an increase to PO # 2023001708 in the amount of \$21,100.00. This increase is for the PY-2020 CHIP project at 30 Circle Drive. This increase is for the installation of carbon fiber straps on all 4 basement walls. All walls are bowing in, and these straps will reinforce the foundation the walls and foundation. This must be done before any other work can continue on this house. *AD*

*should be 1706*

*Connected Electrical LLC*

### Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No. 137-0406-55215
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: Approval of this change order is critical to the safety of the house.

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### COUNCIL USE ONLY:

#### Committee Action/Recommendation:

Council Action Taken: *12-11-23 JS/DS w/emergency  
6-0*

Ord./Res.  
Date:

*Ord. 207-23  
12-11-23*



**City of Medina**  
 132 North Elmwood Ave  
 P.O. Box 703  
 Medina, OH 44258

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **2023001708**  
 P.O. Date: 10/23/2023  
 Req. Number: 2023-GRA-0046

**Deliver To** PLANNING DIRECTOR  
 CITY OF MEDINA  
 132 N ELMWOOD AVE  
 MEDINA, OHIO 44256

Requested By: Lilly Selva  
 Blanket Type:  
 Ship Via:  
 Terms:

**Vendor** C00829  
 CONNECTED ELECTRICAL LLC  
 DBA: CONNECTED ELECTRICAL  
 7505 MUIRWOOD CT  
 CHAGRIN FALLS, OH 44023

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
NEW VENDOR & EXPENDITURE BOC APPROVED 10/23/23						

Accounting

001	PY20 CHIP-30 CIRCLE DRIVE	139-0460-52215				\$828.92
002	PY20 CHIP-30 CIRCLE DRIVE	137-0406-52215				\$15,116.08

*Incorrect P.O.*

Purchase Order Total: \$15,945.00

MOVE \$876.08 FROM L#1 TO L#2; PER LB/ACCT RECONCILIATION; 11/1/23

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

*Keith J. Dvornik*

10/26/2023

Director of Finance

Date

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-003-1/8

Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials:  
\_\_\_\_\_



\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date: 12/6/23**

**Subject: 2024 Blanket PO – Akron Uniforms**

**Summary and Background: Requesting approval of a blanket PO for \$40,000 to Akron Uniform for 2024 for police officer uniform needs and bullet proof vest purchases.**

**Sufficient Funds in Account: Yes**

**Transfer Needed From: To:**

**New Appropriation Needed: no**

**Account No: Line 1 -106-0101-51131 uniforms & vests \$40,000**

**Emergency Clause Requested:**

**No Yes If yes, reason: .**

**Council Use Only:**  
\_\_\_\_\_

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:  
Date:**

RCA 24-004-1/8  
Finance  
Only

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/6/2023

Department: Police

Amount: \$25,000.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: several listed below

Vendor: Huntington Bank

Department Head/Authorized Signature: *Erin H. King*

**Item/Description:**

2024 Blanket PO for the Huntington Bank card

Line 1 - \$16,000 education/travel 106-0101-52211

Line 2 - \$5,000 tools/minor equip 106-0101-53315

Line 3 - \$3,000 operating supplies 106-0101-53313

Line 4 - \$1,000 maint of equipment 106-0101-53321

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**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

RCA 24-005-1/8

Finance Only

**City of Medina**

**Board of Control/Finance Committee Approval**

**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/5/2023

Department: FIRE

Amount: \$27,000.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 107-0110-53313 and 107-0110-53315

Vendor: Fire Safety Services #F00173

Department Head/Authorized Signature: \_\_\_\_\_

Item/Description:

2024: Operating Supplies - \$20,000 and Tools/Minor Equipment - \$7,000

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**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

RCA 24-006-1/8

Finance  
Only

**City of Medina**

**Board of Control/Finance Committee Approval**

**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/7/2023

Department: IT


Amount: \$31,318.88

B.O.C. Approval Date: \_\_\_\_\_

(Finance Use Only)

Account Number: see attached distribution

Vendor: Armstrong Cable

Department head/Authorized signature: 

Item/Description:

Super Blanket - 2024 Internet and Cable TV Services

See attached for locations and fees

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**FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised:

6/1/2018

2024 Internet and Cable TV Charges - Armstrong Cable

LINE	DEPT	ACCOUNT	MONTHLY FEE	2023 ANNUAL COST	Estimate 2024 ANNUAL COST
1	INTERNET-COURT	001-0705-52212	\$185.00	\$2,220.00	\$2,320.00
2	INTERNET-PARKING DECK	140-0645-52212	\$69.95	\$839.40	\$939.40
3	INTERNET-WATER TREATMENT PLANT	513-0533-52212	\$59.95	\$719.40	\$819.40
4	INTERNET-MELLERT PARK-331 N HUNTINGTON	104-0301-52212	\$59.95	\$719.40	\$819.40
5	INTERNET-GREENWOOD PARK	104-0301-52212	\$134.95	\$1,619.40	\$1,719.40
6	INTERNET-CITY POOL/MEMORIAL PARK	104-0301-52212	\$29.98	\$359.76	\$459.76
7	INTERNET-CITY POOL/MEMORIAL PARK	574-0303-52212	\$29.97	\$359.64	\$459.64
8	INTERNET/CABLE-300 W REAGAN-FIRE STA#1	107-0110-52212	\$193.47	\$2,321.64	\$2,421.64
9	INTERNET-CITY GARAGE	102-0610-52212	\$59.95	\$719.40	\$819.40
10	INTERNET-RECREATION CENTER	574-0350-52212	\$339.95	\$4,079.40	\$4,179.40
11	INTERNET-500 LAKE RD-FIRE STA#2	107-0110-52212	\$54.95	\$659.40	\$759.40
12	INTERNET-1000 WADSWORTH RD-FIRE STA#3	107-0110-52212	\$69.95	\$839.40	\$939.40
13	INTERNET-CEMETERY	001-0210-52212	\$59.95	\$719.40	\$819.40
14	INTERNET-CITY HALL	001-0707-52212	\$673.95	\$8,087.40	\$8,187.40
15	CABLE-CITY HALL 0707	001-0707-52212	\$62.73	\$752.76	\$852.76
16	CABLE-CITY HALL 0702	001-0702-52212	\$62.72	\$752.64	\$852.64
17	INTERNET-PARKS BARN-995 WEYMOUTH RD	104-0301-52212	\$59.95	\$719.40	\$819.40
18	CABLE-DISPATCH-150 W FRIENDSHIP	106-0102-52212	\$116.02	\$1,392.24	\$1,492.24
	INTERNET-406 S BROADWAY	104-0301-52212	\$59.95	\$719.40	\$819.40
	INTERNET-812 GATES MILLS - SAM MASI PARK	104-0301-52212	\$59.95	\$719.40	\$819.40
			\$2,443.24	\$29,318.88	\$31,318.88



RCA 24-007-1/R

Finance Only

City of Medina  
Board of Control/Finance Committee Approval  
Administrative Code: 141

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 12/9/2023

Department: IT

Amount: \$30,600.00

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: SEE ATTACHED

Vendor: TECHNOLOGY ENGINEERING T 00211

Department head/Authorized signature: [Signature]

Item/Description:

2024 PHONE CHARGES

~~22-1153~~ 23-610

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

<b>Line</b>	<b>Department</b>	<b>Account</b>	<b>Monthly Amount</b>	<b>2024 Estimate</b>
1	General Admin	001-0707-52212	\$ 20.00	\$ 240.00
2	Fire	107-0110-52212	\$ 211.00	\$ 2,532.00
3	Water Office	513-0531-52212	\$ 35.00	\$ 420.00
4	Police	106-0102-52212	\$ 605.00	\$ 7,260.00
5	Rec Center	574-0350-52212	\$ 375.00	\$ 4,500.00
6	Park	104-0301-52212	\$ 49.00	\$ 588.00
7	Vehicle Maint	676-0746-52212	\$ 25.00	\$ 300.00
14	Cemetery	001-0210-52212	\$ 65.00	\$ 780.00
15	Building	001-0430-52212	\$ 93.00	\$ 1,116.00
16	Civil Service	001-0723-52212	\$ 27.00	\$ 324.00
17	Planning	001-0410-52212	\$ 47.00	\$ 564.00
18	Council	001-0701-52212	\$ 47.00	\$ 564.00
19	Econ Devel	001-0748-52212	\$ 70.00	\$ 840.00
20	Engineering	001-0742-52212	\$ 93.00	\$ 1,116.00
21	Finance	001-0703-52212	\$ 101.00	\$ 1,212.00
22	IT	388-0714-52212	\$ 87.00	\$ 1,044.00
23	Law	001-0704-52212	\$ 117.00	\$ 1,404.00
24	Mayor	001-0702-52212	\$ 48.00	\$ 576.00
25	Dispatch	106-0102-52212	\$ 111.00	\$ 1,332.00
26	Sanitation	514-0543-52212	\$ 59.00	\$ 708.00
27	Service Dept	001-0741-52212	\$ 25.00	\$ 300.00
28	Street	102-0610-52212	\$ 47.00	\$ 564.00
29	Utility Billing	513-0708-52212	\$ 71.00	\$ 852.00
30	WTP	513-0533-52212	\$ 95.00	\$ 1,140.00
31	Forestry	001-0420-52212	\$ 27.00	\$ 324.00
			\$ 2,464.76	\$ 30,600.00

# REQUEST FOR COUNCIL ACTION

No. RCA 24-008-1/8

Committee: Finance

**FROM:** Andrew Dutton  
**DATE:** 12/15/23  
**SUBJECT:** Multi-Use Path Plan Adoption

## SUMMARY AND BACKGROUND:

The City of Medina recently completed a Comprehensive Plan update which instructs the city to "Prepare and adopt an Active Transportation Plan that prioritizes future projects to improve non-motorized transportation...TIMEFRAME: SHORT".

In February of 2023, City Council authorized the use of ARPA funds to contract with a consultant to conduct a Multi-Use Path Plan. After issuing a Request for Proposals and interviewing multiple firms, the Envision Group was selected as the consultant for the project, which began in early 2023.

The attached Memorandum provides a project background and details the Plan Elements, which include:

- Existing Conditions Analysis
- Steering Committee and Public Engagement
- Path Planning and Improvements
- Prioritization and Implementation

At the December 14, 2023 Planning Commission meeting, the Commission unanimously recommended the adoption of the Plan.

This request is for City Council to adopt the completed City of Medina Multi-Use Path Plan.

**Estimated Cost:** -

**Suggested Funding:**

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

**Emergency Clause Requested:** No  
**Reason:**

---

## COUNCIL USE ONLY:

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**



**CITY OF MEDINA**  
Community Development Department  
132 N. Elmwood Ave. Medina, OH 44256  
330-722-9023

## **MEMORANDUM**

**DATE:** December 7, 2023  
**TO:** Planning Commission  
**FROM:** Andrew Dutton, Community Development Director  
**SUBJECT:** Multi-Use Path Plan

### **Background**

The City of Medina recently completed a Comprehensive Plan update which addressed numerous important topics, including multi-use paths and bike trails. Strategy, 3.1.1 of the Comprehensive Plan instructs the city to "Prepare and adopt an Active Transportation Plan that prioritizes future projects to improve non-motorized transportation, as well as connections to destinations, public spaces, transit, and the regional trail network. TIMEFRAME: SHORT".

In order to forward the intentions of the Comprehensive Plan, City Council authorized the engagement of a consultant to complete a Multi-Use Plan for the city and surrounding area. In a collaborative effort, the city partnered with the Medina County Parks District on the Plan.

After issuing a Request for Proposals and interviewing multiple firms, the Envision Group was selected as the consultant for the project, which began in early 2023. Throughout 2023 the Envision Group worked with city staff and community leaders to develop a Multi-Use Path Plan, as outlined below.

### **Plan Elements**

#### ***Existing Conditions Analysis***

The Multi-Use Path Plan details the existing path and biking network in The City of Medina and the surrounding area. The plan notes that a solid foundation exists, though the existing path and biking network is fragmented. The Plan also identifies properties that are conducive to path construction without the need to acquire private property. These include properties owned by the city, county, townships, schools, park district, and even HOA's.

Furthermore, the area roadway network is evaluated for "Level of Stress" to cyclists and a mapping tool is provided indicating walking and cycling traffic in the area.

### ***Steering Committee and Public Engagement***

The planning process was guided by a steering committee, which included city and county staff, business leaders, cycling advocates, and community organization representatives. The committee met five times throughout the planning process to provide feedback, consider path options, and review draft documents.

To engage the public, three public meetings were held and two surveys were distributed. The initial meeting and survey gathered general input from the public regarding paths in the city and surrounding areas. The second public meeting and survey aimed to collect feedback regarding proposed path routes and types. The final public meeting reviewed the process, public input, and proposed path routes.

Overall, over 800 surveys were received and dozens of individuals attended the public meetings.

### ***Path Planning and Improvements***

Based on the noted background research and input, the Plan incorporates a long-range concept plan of future multi-use paths, broken down into 17 individual sections. Also provided are supporting path elements such as wayfinding systems, bike racks, and pedestrian safety improvements.

### ***Prioritization and Implementation***

Though the above items are important for the Plan's foundation, the aspects of prioritization and implementation are imperative. As such, a considerable amount of the Plan and Appendix is dedicated to these elements.

The plan includes a prioritization matrix of the 17 trail sections based on the below criteria. As found in the matrix, path sections scoring higher than "3" were generally considered a higher priority.

- Asset linkages
- Neighborhood connections
- Private right-of-way
- Ease to construct
- Public/stakeholder support
- Funding competitiveness/partnerships

Supported by the prioritization matrix and additional input, the Plan examines six trail sections in significant detail. The analysis of each section includes phasing, costs, project leads and partners, and grant sources. Mapping and text also indicate opportunities and obstacles of trail construction, existing pictures of the area, and typical trail sections. In addition, the associated Appendix A incorporates preliminary cost estimates for each proposed plan phase.

### **Adoption Process**

The proposed Plan provides the administration and City Council with guidance and tools to successfully construct paths in the city and surrounding area. Staff is requesting the Planning Commission review the proposed Multi-Use Path Plan and recommend the adoption of the Plan to City Council.

Please let me know if you have any questions regarding the Multi-Use Path Plan or process.

**REQUEST FOR COUNCIL ACTION**

NO. RCA 24-009-1/8

FROM: Patrick Patton

DATE: January 2, 2024

SUBJECT: Architect Design Services Agreement: Medina Municipal Court Renovation (City Job #1104)

COMMITTEE REFERRAL: Finance

*OK  
Dr. Hannell  
1-2-24*

On October 10, 2023 City Council passed Res. No. 162-23 which created a Medina Municipal Courthouse Architect Review Committee. This Committee would conduct the qualification based selection process required in order to hire an architect for this work.

Architectural firms were invited to submit their qualification statements to the City for review. On November 16, 2023 a total of five (5) qualification statements were received. The committee met on November 29, 2023 to discuss and score the qualification statements. Two firms were determined to be the most qualified; these two firms were invited to an interview/presentation to be held on December 7, 2023 at Medina City Hall.

After the interview/presentations, the committee met and determined that Brandstetter, Carroll, Inc. was the most qualified firm for this work. Brandstetter submitted a cost proposal to the City on December 18, 2023.

The committee is scheduled to meet the week of January 1, 2024 to discuss the cost proposal and make a recommendation for award to City Council.

The total cost for the design fees is \$720,000. Funds for this are available as follows:

Account	#	Balance (as of 11/2023)
Court Special Projects	169-0716-54412	\$4.9 million
General Purpose Capital	301-0716-54412	\$4.0 million

Thank you for your cooperation.

ESTIMATED COST: \$720,000.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:  
Reason:

Yes

We would like to get the project designed and built as soon as possible to prevent increasing building prices.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

# AIA® Document B104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the    day of    in the year

BETWEEN the Architect's client identified as the Owner:

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

and the Architect:

Brandstetter Carroll, Inc.  
1220 West 6<sup>th</sup> Street, Suite 300  
Cleveland, OH 44113

for the following Project:

Medina Municipal Court Renovations  
93 Public Square  
Medina, OH 44256

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

(1466984036)

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

Project description as stated in Owner's Request for Qualifications dated October 6, 2023.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

- 1. General Liability  
Commercial General Liability – Each occurrence \$1,000,000 Limit  
  
Medical Expense (any one person) \$10,000 limit  
General Aggregate \$2,000,000

Init.



Products – Comp/OP Aggregate \$2,000,000  
Excess/Umbrella Liability - Each occurrence \$5,000,000, Aggregate \$5,000,000

- .2 Automobile Liability  
Combined Single Limit (Each Accident) \$1,000,000
  
- .3 Workers' Compensation  
Bodily Injury by Accident \$500,000 each accident  
  
Bodily Injury by Disease \$500,000 each employee  
Bodily Injury by Disease \$500,000 Policy Limit
  
- .4 Professional Liability  
Ohio Stop Gap – Employers Liability \$1,000,000  
  
Professional Liability – Each Claim \$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the

Init.

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

#### § 3.4 Construction Phase Services

##### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

##### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

Init.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.4 Submittals**

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in

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Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

The following Supplemental Services are included in the fees for Basic Services:

- Plumbing Engineer
- Technology Engineer
- Fire Protection Engineer
- Landscape Architect
- Cost Estimating

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Sixty ( 60 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-Six ( 26 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

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dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- .1 Termination Fee:  
As mutually agreed.



- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:  
As mutually agreed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

Seven Hundred Twenty Thousand Dollars (\$720,000.00).

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

Per hourly rate as identified in 11.7 or as negotiated.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Per hourly rate as identified in 11.7 or as negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	\$216,000.00
Construction Documents Phase	\$309,600.00
Construction Phase	\$194,400.00
<u>Total Basic Compensation</u>	<u>\$720,000.00</u>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

**BRANDSTETTER CARROLL, INC.  
ARCHITECTS STANDARD HOURLY RATES**

Employee or Category	Hourly Rate
Principal	\$250.00
Senior Registered Architect	\$250.00
Senior Registered Landscape Architect	\$200.00
Senior Professional Engineer	\$250.00
Registered Architect	\$175.00
Professional Architect	\$175.00
Landscape Architect	\$200.00
City Planner	\$110.00
Resident Inspector	\$110.00
Engineer-in-training	\$100.00
Intern Architect	\$80.00
Intern Landscape Architect	\$75.00
Engineering Designer	\$80.00
Auto CAD/GIS Operator	\$65.00
Drafter	\$60.00
Clerical	\$50.00

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of zero dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

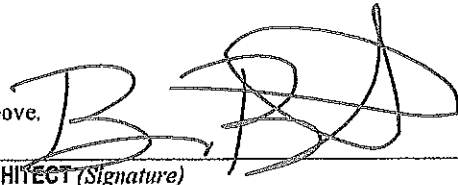
**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Exhibits: Fee Proposal Letter dated January 2, 2024.
- .3 Other documents:

Init.

This Agreement entered into as of the day and year first written above.



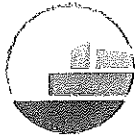
\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

Benjamin Brandstetter, President  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

Int.



**BRANDSTETTER  
CARROLL INC**  
ARCHITECTS + ENGINEERS + PLANNERS

**EXHIBIT A**

January 2, 2024

2360 Chauvin Dr  
LEXINGTON  
KY 40517  
859.268.1933

255 Seven Farms  
Drive, Suite 300-A  
CHARLESTON  
SC 29492

17304 Preston Rd  
Suite 1075  
DALLAS  
TX 75252  
469.941.4926

308 East 8<sup>th</sup> St  
CINCINNATI  
OH 45202  
513.651.4224

1220 West 6<sup>th</sup> St  
Suite 300  
CLEVELAND  
OH 44113  
216.241.4480

City of Medina  
Attn: Patrick Patton  
City Engineer  
213 Sharkey Drive  
Niles, Ohio 44446

**RE: Medina Municipal Court FEE PROPOSAL – Professional Design Services**

Dear Mr. Patton,

Brandstetter Carroll (BCI) is pleased to submit the following proposal for professional design services for the Medina Municipal Courthouse Renovation. The scope of work outlined below is based on the RFQ issued by the City in October 2023 as well as our understanding of the project. In consideration of the fact that BCI has worked with the City and the Municipal Court for the past 5 years on the planning for the court facilities, we propose to follow the AIA B104 Standard Abbreviated Form of Agreement Between Owner and Architect. This form of agreement combines Schematic Design and Design Development into "Design Phase Services", allowing the project to move into Construction Documents sooner. Whether the City decides to utilize the traditional Design-Bid-Build procurement method or Construction Manager at Risk the scope and fees listed below will remain the same.

Professional Design Services include Architectural Design, Interior Finishes, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Electrical Engineering, Technology Engineering, Fire Protection Engineering, Landscape Architecture, and Cost Estimating.

The assumed Cost of the Work (construction cost) is \$8,000,000.00. The total fee for Professional Design Services is **\$720,000.00**.

**SCOPE OF SERVICES**

**Fees**

**Design Phase Services**

**\$216,000.00**

The Consultant will:

- Review the current concept plans with the Owner to verify they meet the desired parameters.
- Perform a regulatory code review.
- Develop plans, elevations, and details to represent the scope of the construction to a preliminary level.
- Identify exterior repair work that is necessary.
- Identify load estimates for heating, cooling, and electrical demand.
- Review desired technology systems with the Owner.
- Prepare narratives describing the proposed SMEPT/FP systems.
- Review construction and interior finish materials.
- Prepare preliminary written specifications.
- Deliver Design Documents to the Owner for review and approval.

- Prepare Construction Cost Estimate based on Design Documents.
- Facilitate review meetings with the owner.

**Construction Documents Phase Services**

\$309,600.00

The Consultant will:

- Prepare Construction Documents including:
  - Architectural plans, elevations, sections, details
  - Interior Finish plans, details
  - Structural plans, sections, details
  - Mechanical plans, schedules, details
  - Plumbing plans, schedules, details
  - Electrical plans, schedules, details
  - Technology plans, schedules, details
  - Fire Protection plans, schedules, details
  - Landscape planting plans, schedules, details
  - Written specifications
- Provide an updated Construction Cost Estimate
- Facilitate design review meetings with the Owner
- Assist the Owner in bidding by:
  - Assisting with bid document preparation
  - Facilitating a pre-bid conference
  - Preparing responses to bid questions as Addenda
  - Reviewing bids received

**Construction Phase Services**

\$194,400.00

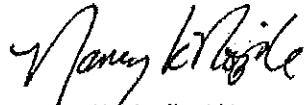
The Consultant will:

- Visit the site at regular intervals during construction. Anticipate 60 site visits.
- Respond to RFI's (Requests for Information)
- Review product submittals issued by the Contractor
- Review Contractor's certificates for Payment
- Review Change Order Requests submitted by the Contractor and prepare Change Orders as required
- Conduct a punch list walk-thru
- Issue Certificate of Substantial Completion
- Conduct a 1-year warranty walk-thru

**TOTAL FEE \$720,000.00**

BCI will prepare an AIA B104 Standard Abbreviated Form of Agreement Between Owner and Architect for review and execution.

Sincerely,  
Brandstetter Carroll Inc.



Nancy K. Nozik, AIA  
Vice President

OK  
D. H. Hanned  
1/3/2024

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-010-1/8  
Committee: Finance

**FROM:** Medina Recreation Center  
**DATE:** January 11, 2024  
**SUBJECT:** Capital Improvement Purchase Order

**SUMMARY AND BACKGROUND:**

The MCRC is respectfully requesting a purchase order from line 575-0350-54420 for Medina City Schools in the amount of the current balance of the MCRC Capital Fund. The Capital Improvement Plan was recently amended with Medina City Schools Staff and will be reviewed by the Recreation Advisory Committee on January 11, 2024.

Please refer to the attached Capital Improvement Plan.

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**





**Capital Improvement Fund**

School Fund		City Fund
<u>1,770,134.37</u>	Total expenditures paid out since 2008	<u>\$1,572,584.72</u>
+ <u>&lt; \$160,439.92 &gt;</u>	Current Cash Balance of Capital Account	+ <u>\$252,449.20</u>
= <u>1,609,694.45</u>	Capital Account Total	= <u>\$1,825,033.92</u>

<u>\$1,810,000.00</u>	Contributions made (since 2005)	<u>\$1,810,000.00</u>
<u>\$ 15,033.92</u>	(Partner Marketing)	+ <u>\$15,033.92</u>
+ <u>- 0.00</u>	Contributions still owed (if any)	+ <u>\$0.00</u>
= <u>\$1,825,033.92</u>	Total Contributions	= <u>\$1,825,033.92</u>

<u>1,609,694.45</u>	Capital Account Total	<u>\$1,825,033.92</u>
<u>1,825,033.92</u>	Total Contributions	<u>\$1,825,033.92</u>
= <u>&lt; \$215,339.47 &gt;</u>	Difference (if any)	= <u>\$0.00</u>

Printed Name: DM Chambers  
 Signature: DM Chambers  
 Date: 10-15-23

Printed Name: Keith Dirham  
 Signature: Keith Dirham  
 Date: 10/4/2023







