

# FINANCE COMMITTEE AGENDA

February 14, 2022  
Council Rotunda

## Finance Committee (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 21-263-12/13 – Developer Agreement – 5990 Branch Road LLC
3. 22-016-2/9 – State Bid - City Hall Server Upgrade – Technology Engr. Group
4. 22-017-2/14 – State Bid – Dell Computers, Monitors, Licenses – MNJ Tech.
5. 22-018-2/14 – Expenditure Over \$15,000 – Solid Ground Construction – CHIP Repair
6. 22-019-2/14 – RFP/RFQ's CHIP & CDBG Consultant Services
7. 22-020-2/14 – Accept Donation – Murry & Susan Van Epp – MCRC Indoor Bicycles
8. 22-021-2/14 – RFP's - Liability and Property Insurance for City
9. 22-022-2/14 – Conflict of Interest Waiver – Lindenwood Lake Dam Improvement Project
10. 22-023-2/14 – Purchase & Installation of Rubberized Flooring – MCRC
11. 22-024-2/14 – Expenditure Over \$15,000 – Keiser Corp. – MCRC Indoor Bicycles
12. 22-025-2/14 – Job Creation Grant Agreement – Expert Crane, Inc.
13. 22-026-2/14 – Grant Application – Ohio Dept. of Development – 629 Roadwork Grant
14. 22-027-2/14 – Petition to Join JEDD – South Town Center, LLC
15. 22-028-2/14 – Expenditure Over \$15,000 – Solid Ground Construction – CHIP Repair
16. 22-029-2/14 – Bids, Job #1061 – Gates Mills Culvert Replacements
17. 22-030-2/14 – Construction Agreement – Woodside Green Subdivision, Ph. 2
18. 22-031-2/14 – Expenditure – Baker, Dublikar, Beck, Wiley & Mathews – Law Dept.
19. 22-032-2/14 – 2021 – 2025 Financial Audit
20. 22-033-2/14 – Purchase Agreement – 368 Foundry Street
21. Executive Session: (imminent litigation)

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 22-017-2/14 – Expenditure – State Bid – MNJ Tech., Dell Computers, Monitors, Licenses
- 22-018-2/14 – Expenditure Over \$15,000 – Solid Ground Construction, CHIP Home Repair
- 22-019-2/14 – RFQ/RFP's for PY22 CHIP & CDBG Consultant Services
- 22-020-2/14 – Accept Donation from Murry & Susan Van Epp – MCRC Indoor Bicycles
- 22-021-2/14 – RFP's for Liability and Property Insurance Coverage
- 22-022-2/14 – Conflict of Interest Waiver – Lindenwood Lake Dam Improvements Project
- 22-023-2/14 – Cooperative Purchase – Rubberized Flooring at MCRC – Messina Floor
- 22-024-2/14 – Expenditure Over \$15,000 – Keiser Corp. – MCRC Indoor Bicycles
- 22-025-2/14 – Job Creation Grant Agreement – Expert Crane, Inc.
- 22-026-2/14 – Grant Application – Ohio Dept. of Development – 629 Roadwork
- 22-027-2/14 – Petition to Join JEDD – South Town Center, LLC
- 22-028-2/14 – Expenditure Over \$15,000 – Solid Ground Construction, CHIP Home Repair
- 22-029-2/14 – Bids, Job #1061 – Gates Mills Culvert Replacements
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- 22-033-2/14 – Purchase Agreement – 368 Foundry Street

2/14/22

OK  
OK  
12-8-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-263-12/13

FROM: Kimberly Marshall

Committee Finance

DATE: December 8, 2021

SUBJECT: ~~MOU~~ between City and 5990 Branch Road LLC  
Developer Agreement

## SUMMARY AND BACKGROUND:

Jim Doty

Discuss draft Memorandum of Understanding between City of Medina and Branch Road, LLC regarding infrastructure improvements to Branch Rd and Utilities.

Kimberly - Expert Crane  
 Atty did first draft of MOU. Mary Kerr  
 Huber - Don't know what cost will be until Pat Patton gets estimate  
 Leery of committing to a number. - Change to list items  
 Company is agreeing to, instead of a number.  
 Coyne - Assessment over 10 years.  
 Huber - Is company committing, sanitary, waterline - or wait  
 until we know what ~~we~~ know numbers.

Doty  
Farm.

### Concerns:

- ① Timing
  - ② water + sanitary sewer costs into their purchase price.
- Coyne - Pat give high end estimate?  
 Pat - won't know until we bid it.

Doty  
Farm.

Coyne - want you here.  
 Pat - 5<sup>th</sup> week delivery turned into 20 wk delivery - need pricing.  
 Coyne Pat - take their drawing + bid it out.

Mayor - Pat check w/ farm out  
 Coyne - will help in any way we can.

### Suggested Funding:

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

10-1-22 - Kimberly - Draft agreement, subj to LD review + approval.

Emergency Clause Requested: NO

Reason:

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 12/13/21 ~~is~~ going to  
 Change to Developer  
 Agreement, per K. Marshall  
 1-10-22 55/85 Subj to LD approval 7-0 1/4/22

Ord./Res.  
Date:

## DEVELOPER AGREEMENT

This Developer Agreement (the "Agreement"), is entered into as of January 28, 2022, by and between 5990 Branch Road LLC, an Ohio limited liability company (the "Developer"), and the City of Medina, a body politic and corporate political subdivision organized and existing according to the laws of the state of Ohio (the "City") (the Developer and the City collectively, the "Parties"), in furtherance of Resolution No. 216-21 A Resolution Supporting The Branch Road Infrastructure Improvements project, and sets forth the various understandings by and between the Parties with regard to the "Project" as defined below.

1. **The Project.** The "Project" means the plans, and subsequent undertakings to develop, upgrade, and modify land from Commerce Drive to the westerly limits of MCL 8875 in the City of Medina and/or York Township (the "Fruth-Turner Property") to accommodate industrial development including: (a) renovation of Branch Road from Commerce Drive to the westerly limits of MCL 8875 to accommodate industrial traffic, including, without limitation, grading work, and paving work ("Branch Road Renovation"); (b) installation of a storm sewer and/or ditches to drain Branch Road ("Branch Road/Storm Drainage Improvements"); (c) extension of the sanitary sewer from Commerce Drive to the westerly limits of MCL 8875 (the "Fruth-Turner Property" ("Sanitary Improvements"); (d) extension of water access from Commerce Drive to the westerly limits of MCL 8875 (the Fruth-Turner Property) including fire hydrants ("Water Improvements"); (e) construction of site improvements on Permanent Parcel No. 050-31A-26-011 ("Site Improvements"); construction of industrial structures, and other buildings, on Permanent Parcel No. 050-31A-26-011 ("Building Improvements"); (f) procuring necessary permits, easements, and licenses; and (g) all other transactions, developments, consents, licenses, and plans necessary to affect the developmental intent of the Parties with respect to the industrial development of the Fruth-Turner Property to accommodate the construction, operation and use of a manufacturing, engineering and administrative facility (collectively the "Project").

2. **City's Responsibilities.** With respect to the Project, the City will undertake and bear the costs of the following: (a) Road Renovations; (b) Branch Road/Storm Drainage Improvements; and (c) if required, at City's expense, securing the necessary easements from third parties (if applicable) necessary to complete the work related to the Project, including allowing Developer access to undertake and complete the Sanitary Improvements and the Water Improvements, and coordination of same with Medina County Sanitary Engineers.

3. **Developer's Responsibilities.** With respect to the Project, the Developer will undertake and bear the costs of the following: (a) the Sanitary Improvements; (b) the Water Improvements; (c) the procurement of completed engineered plans prepared by Alber & Rice, Inc ("A&R") or such other qualified civil engineering firm relative to the Road Renovations, Branch Road/Storm Drainage Improvements, Sanitary Improvements, Water Improvements, Site Improvements and Building Improvements; and (d) provided progress on the Project is made in accordance with the understandings set forth herein, undertake and complete the Site Improvements as well as the Building Improvements, as determined by the Developer subject to approval and performed in accordance with the City of Medina Ordinances, as amended, and procedures.

4. **Terms and Conditions of Performance.** Performance of the Developer's and the City's responsibilities must conform to the following terms and conditions: (a) all work contemplated in Sections 2 and 3 above shall be performed in accordance with the engineered plans, Title Nine of the Code of Ordinances of the City, as amended, and in accordance with Titles Eleven and Thirteen (as well as other applicable provisions) of the Ordinances of City, as amended, subject to approval by the requisite department(s) of the City of Medina for each element of the Project - which approval will not be unreasonably withheld; (b) the Parties will, in good faith, work with all necessary third parties, including, without limitation, all offices, organizations, and subdivisions of Medina County, to expediently complete

the Project with a target completion date of December 2023; (c) upon completion of the Water Improvements, Developer will donate the Water Improvements to the City; and (d) upon completion of the Sanitary Improvements, Developer will donate the Sanitary Improvements to the City. In return, the City will cooperate in good faith with Developer to establish acceptable terms with the Medina County Sanitary Engineer related to the Water Improvements and the Sanitary Improvements, including addressing tie-in fees in conjunction with the work. In addition, for a period of twenty (20) years from the donation of the Water Improvements and the Sanitary Improvements, as the case may be, the City and Developer will cooperate in good faith to recoup for Developer a reasonable percentage of the costs associated with completing the Water Improvements and Sanitary Improvements from third parties who seek to tie-into those improvements.

5. **Recourse.** The Developer will complete the Water Improvements and Sanitary Improvements in accordance with the approved engineered plans and within the time for completion as determined by the Medina City Engineer as set forth in the City of Medina Code of Ordinances or the time set forth in the ordinance approving the recorded plat for the Branch Road improvements. If the improvements are not completed within the specified time, the City, upon proper notice, may complete the improvements and recover full cost and expenses thereof from the Developer, and may appropriate such portion of money or bonds posted for the faithful performance of said work.

6. **Authorization and Approval.** The Parties acknowledge that actions, undertakings and investments will be made to perform the commitments and obligations set forth herein upon the effective date of the adoption of this Agreement by the Medina City Council. Execution hereof on behalf of the City will be authorized subject to approval of completed engineered plans for the Branch Road Renovation, the Branch Road/Storm Drainage Improvements, the Sanitary Improvements, and the Water Improvements.

**IN WITNESS WHEREOF**, authorized representatives of the Parties hereto have executed this Developer Agreement indicating their respective Party's approval of the terms herein as of the day and year first above set forth.

**CITY OF MEDINA, OHIO:**

By: \_\_\_\_\_  
Name: Dennis Hanwell  
Title: Mayor, City of Medina

**5990 BRANCH ROAD LLC:**

By: \_\_\_\_\_  
Name: James C. Doty  
Title: President, 5990 Branch Road LLC

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF MEDINA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named CITY OF MEDINA, OHIO, by Dennis Hanwell, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the CITY OF MEDINA, OHIO, and the free act and deed of himself personally as such officer.

The foregoing instrument was acknowledged before me with no oath or affirmations on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named 5990 BRANCH ROAD LLC, by James Doty, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the 5990 BRANCH ROAD LLC, and the free act and deed of himself personally as such officer.

The foregoing instrument was acknowledged before me with no oath or affirmations on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**REQUEST FOR COUNCIL ACTION**

**From:** Sgt. Darin Zaremba - IT Administrator

**No.** RCA 22-016-2/9

**Date:** January 26, 2022

**Committee:** Emerging Technologies  
Finance

**Subject:** Expenditure – Technology Engineering Group LLC – City Hall Server Upgrade & Support

**Summary and background:**

City Hall Server Farm upgrade / DR upgrade  
TEG Quote #1506 Scale with 2-year support extension.

See attached for more information.

*Darin & Harvey gave in-depth look into new systems  
Keep doing rolling upgrades,  
upgrades easy & self guiding.  
GSA Contract pricing.*

**Estimated Cost:** \$120,430.00  
+ 1,220.00 Hardware  
**Suggested Funding:** 121,650.00

**Sufficient Funds in Account:** 388-0714-53315

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes  No

**Reason:** Will take time to receive equipment once ordered.

*Approval end of Feb - They may get equipment in 2 months*

**COUNCIL USE ONLY:**

**Committee Recommendation:**

*2/9/22 JS/DS w/emergency 3-0*

**Ord./Res.:**

**Date:**

## **Kathy Patton**

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**From:** Darin Zaremba  
**Sent:** Wednesday, January 26, 2022 9:44 AM  
**To:** Kathy Patton  
**Subject:** City Hall Server Farm upgrade/DR upgrade  
**Attachments:** TEG Quote 1506 Scale with 2 year support extension.pdf

Okay so, idea is get this on for 2-14 after we have the Emerging Technology Committee meeting. This is the replacement for our server/SAN (Storage) city here at city hall. Basically a backbone for our all of our city servers...

It also includes the Disaster Recovery bunker over at the high school as all that hardware is very old as was cycled down and added some drives from the city when we updated over 6 years ago in the basement.

See attached quote and let me know what else you need here...Muni Court has already been cut over to this new Scale technology...so our design is built on unifying where we can at the city

Comes with 3 years of support baked into this quote.

Let me know what else you need from me...and the date for Emerging Technology Meeting either 2-2, 2-3 or 2-8

I am off 2-4 and 2-7 and out of town traveling to GA

Sgt. Darin Zaremba  
Network Administrator  
City of Medina  
150 West Friendship St  
Medina, Ohio 44256  
330-725-7777 ext 1109



Technology Engineering Group LLC  
 3593 Medina Rd, #239  
 Medina, OH 44256  
 (330) 974-1249  
 info@tegoh.com  
 www.tegoh.com



**ADDRESS**  
 Mr. Darin Zaremba  
 City of Medina  
 150 W. Friendship  
 Medina, OH 44256

**SHIP TO**  
 Mr. Darin Zaremba  
 City of Medina  
 150 W. Friendship  
 Medina, OH 44256

**Estimate 1506**

**DATE 01/21/2022**

ITEM	QTY	RATE	AMOUNT
All prices indicate GSA or Open Market Pricing. GSA contract #GS-35F-303DA			
PRIMARY CLUSTER LINE ITEMS FOLLOW			
<b>7FG318</b> 38.88TBRAW/19.44TBU-256GBRAM PERP HC5250D WITH 4208 CPU - GSA Pricing	3	21,480.00	64,440.00
Includes the following components			
<b>8HF205</b> HC5250 CHASSIS CTRLR - Open Market Pricing	3	0.00	0.00
<b>8HF217</b> INTEL XEON SILVER 4208 CTRLR 8C/16T, 2.1 GHZ - Open Market Pricing	6	0.00	0.00
<b>8HF235</b> 4TB HDD DRV - Open Market Pricing	27	0.00	0.00
<b>8HF273</b> 960GB SSD DRV - Open Market Pricing	9	0.00	0.00
<b>8HF270</b> 32GB RAM MEM - Open Market Pricing	24	0.00	0.00
<b>8HF243</b> 4-PORT 10GBASE-T CTRLR - Open Market Pricing	3	0.00	0.00
<b>8HF258</b> SUP-2 YR EXTENSION- HW&SW SVCS SCALECARE-QCARE3	1	18,161.00	18,161.00
<b>7FG133</b> NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATION - Open Market Pricing	3	209.00	627.00
<b>ADTM-PROMO-20</b> PROMO HC3 MOVE POWERED BY DT SVCS WINDOWS/LINUX SERVERS ONLY - VM MIGRATION TOOL - UNLIMITED VM's - Open Market Pricing	1	815.00	815.00

DR CLUSTER LINE ITEMS FOLLOW

ITEM	QTY	RATE	AMOUNT
<b>7WN551</b> 12.96TBRAW/6.48TBU-128GBRAM PERP HE550 WITH 2236 CPU - GSA Pricing	3	9,300.00	27,900.00
Includes the following components			
<b>8HF201</b> HE550 CHASSIS CTLR - Open Market Pricing	0	0.00	0.00
<b>8HF228</b> INTEL XEON E-2236 CTLR 6C/12T, 3.4 GHZ - Open Market Pricing	3	0.00	0.00
<b>8HF235</b> 4TB HDD DRV - Open Market Pricing	9	0.00	0.00
<b>8HF273</b> 960GB SSD DRV - Open Market Pricing	3	0.00	0.00
<b>8HF270</b> 32GB RAM MEM - Open Market Pricing	12	0.00	0.00
<b>8HF245</b> 4-PORT 1GBE CTLR - Open Market Pricing	3	0.00	0.00
<b>8HF258</b> SUP-2 YR EXTENSION- HW&SW SVCS SCALECARE-QCARE3	1	7,860.00	7,860.00
<b>7FG133</b> NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATION - Open Market Pricing	3	209.00	627.00

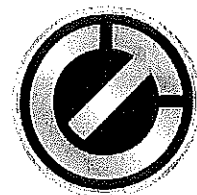
GSA contract #GS-35F-303DA

<b>TOTAL</b>	<b>\$120,430.00</b>
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Accepted By

Accepted Date

Technology Engineering Group LLC  
3593 Medina Rd, #239  
Medina, OH 44256  
(330) 974-1249  
info@tegoh.com  
www.tegoh.com



**ADDRESS**

Mr. Darin Zaremba  
City of Medina  
150 W. Friendship  
Medina, OH 44256

**SHIP TO**

Mr. Darin Zaremba  
City of Medina  
150 W. Friendship  
Medina, OH 44256

**Estimate 1509**

**DATE 01/27/2022**

**ITEM**

**QTY**

**RATE**

**AMOUNT**

**Misc Hardware**

2

610.00

1,220.00

MikroTik 12-Port 10G Switch with Dual Power Supply

**TOTAL**

**\$1,220.00**

Accepted By

Accepted Date

Shields  
Rose  
Simpson



MAYOR, DORRIN,  
HARVEY, JUSTIN  
FIELDS  
**MEDINA CITY COUNCIL**  
132 N. Elmwood Avenue  
www.medinaoh.org

## AGENDA

**Wednesday, February 9, 2022**  
**Medina City Hall**  
**Rotunda**

### Emerging Technologies (5:00 p.m.)

1. Assignment of Requests for Council Action – RCA 22-016-2/3

30 2. 22-016-2/9 – Expenditure, Technology Engr. Group – City Hall Server Upgrade and Support *SS/OS w/emergency*

*Darin: 9 years since began discussing this  
currently have 3 physical servers  
equipment old (2013)  
current equipment end of life*

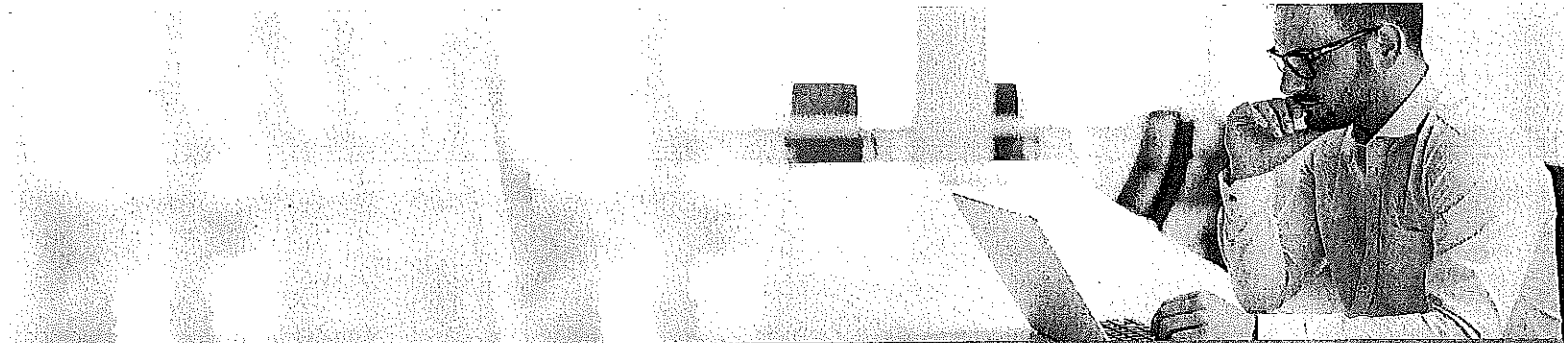
*3 servers  
Mirrored Envir @ HS  
Hyper convergence  
Snap-shot feature*

*6:05  
adjourn*

*ACRONUS ; is not included in pricing .  
QSA Contract pricing  
- going to have to look at phone system this year or next*



TECHNOLOGY  
ENGINEERING  
GROUP LLC



## Scale Computing Industry Solution Brief: State and Local Government

### Scale Computing Meets the Needs of Municipal Institutions

Municipal institutions like governments, government agencies, and other public entities are adopting hyperconverged infrastructure (HCI) at a rapidly increasing rate to reduce IT costs. Infrastructure, including servers, storage, virtualization, and disaster recovery can be complex using traditional methods.

Scale Computing is often the HCI solution of choice to replace traditional solutions because it meets the needs of these public sector organizations with greater ease and at the lowest cost.

### Simplicity

Eliminating multiple vendors from virtualization infrastructure makes HC3 far easier to deploy and manage. Ownership of the entire stack of storage, servers, and hypervisor allows for high levels of automation to eliminate historically tedious management tasks. IT administrators will spend less time managing infrastructure and have more time for projects that will move your organization forward.

- Deploys in less than an hour
- Create new VMs in minutes
- Single pane, web-based management
- Automated storage management
- No-downtime system hardware and software updates
- Single vendor support experience

### High Availability

In today's always-on world, IT systems can afford almost no downtime. HC3 was designed from the ground up to be highly available. Even if a hardware component fails, or an entire HC3 appliance, an HC3 cluster can keep your systems running with little or no downtime.

- Redundant critical hardware components
- Automatic failover of VMs from a failed appliance
- Automatic data restriping for failed disks
- Created VMs are automatically highly available
- Intelligent self-healing automation
- Replicate and failover to remote systems

"These servers are amazing! Production, backup, and DR in one! We currently have 3 clusters and they all back up to one another. No additional hardware/software required; it's natively built in. Recovering a file from a backup is so simple and quick it puts other systems to shame. I can recover a file in about 2 minutes. I can create a full functioning clone of a VM faster than it takes for you to read this review."

— Gartner Peer Insights, government CIO

## Scalability

When you serve the public in today's 24/7/365 world, IT demands keep growing. Traditionally, infrastructure scale-out has been so challenging that organizations, instead, plan and buy infrastructure to accommodate growth up to five years in advance. With HC3 infrastructure, you can buy only what you need and then scale-out seamlessly when you need it.

- Scale-out without downtime
- Seamless scale-out with automated storage configuration
- Mix and match hardware appliances
- Scale-out for higher VM performance

## Support Wherever You Need It

In the small and midmarket sectors and at the edge, IT administrators need a partner in the datacenter, at the office, and at every branch, store, and satellite location. Think of our ScaleCare Support and Professional Services teams as an extension of your HC3 system, providing essential service and support wherever you need it.

## Why the HC3 Platform?

HC3 requires less time and expertise to deploy, manage, maintain, and scale-out when needed. No other infrastructure solution is easier to use, and that translates into big cost savings.

Scale Computing HC3® software eliminates the need for traditional IT silos of virtualization software, disaster recovery software, servers, and shared storage, replacing these with a fully integrated, highly available platform for running applications. Using patented Hyper-Core™ technology, the HC3 self-healing platform automatically identifies, mitigates, and corrects problems in the infrastructure in real time, enabling applications to achieve maximum uptime even when local IT resources and staff are scarce.

## The City of St. Cloud, Minnesota, Looks to the Future Confidently With HC3

As they began work on a three-year project launching a new ERP solution that handles core finance, HR, payroll, utility billing and community development applications, IT staff decided that rather than purchasing another SAN with another set of hosts to manage, it would pilot a project with Scale Computing.

Get the whole story

"In the VMware environment... we have to upgrade constantly. Every time they come out with patches, then we have to run updates on all the servers, which at times actually brings them offline requiring restarts when you upgrade the tools. Scale Computing saves us a tremendous amount of time."

- Andrew Neussendorfer, IT Programmer  
and Technician, City of St. Cloud



CORPORATE HEADQUARTERS  
525 S. Meridian Street - 3E Indianapolis, IN 46225  
P: +1 317-856-9959 [scalecomputing.com](http://scalecomputing.com)

**REQUEST FOR COUNCIL ACTION**

**From:** Sgt. Darin Zaremba - IT

**No.** RCA 22-017-2/14

**Date:** January 26, 2022

**Committee:** Finance

**Subject:** Expenditure – State Contract - Dell Computers, Monitors, Licenses

**Summary and background:**

Purchase 24 Dell computers, 24 monitors and 25 Microsoft Office 2019 licenses for the City of Medina from MNJ Technologies under State Contract No. STS 534109 & CARAHSOFT STS 534354 (licenses).

Monitors - \$6,144.00  
Computers - \$24,192.00  
Licenses - \$13,300.00

**Estimated Cost:** \$43,636.00

**Suggested Funding:**

**Sufficient Funds in Account:** 388-0714-53315

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:**

Yes X No \_\_\_

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**



MNJ Technologies Direct, Inc.  
 1025 Busch Pkwy  
 Buffalo Grove, IL 60089-4504  
 (847) 634-0700

*MONITOR*

**QUOTE**

Dear JUSTIN FIELDS,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
12/15/2021	0001386421		JUSTIN FIELDS	Dec 15, 2021 12:09 pm	\$6,144.00

<b>BILL TO: (9500719)</b>	<b>SHIP TO: (CITY)</b>	<b>ATTENTION TO:</b>
CITY OF MEDINA PO BOX 703 Medina, OH 44258	CITY OF MEDINA 132 N ELMWOOD AVE Medina, OH 44256	NAME: JUSTIN FIELDS  PHONE: 3307233931 EMAIL: itsupport@medinaoh.org
<b>CONFIRM TO:</b> ATTN:		

<b>ACCOUNT MANAGER:</b> Jimmy Lochner	
<b>EMAIL:</b> jlochner@mnjtech.com	
<b>PHONE:</b> (847) 876-8841	<b>EXT:</b> 8341
<b>DESCRIPTION:</b>	

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ14463973	Dell P2419H 23.8" Full HD Edge LED LCD Monitor - 16:9 - 24" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 5 ms Fast - 75 Hz Refresh Rate - HDMI - VGA - DisplayPort  MFG PART NO: DELL-P2419HE  CONTRACT NAME: DELL STS 534109	24	256.00	6,144.00
<b>SHIP VIA:</b> FEDEX GROUND		<b>NEW REMIT ADDRESS:</b>	<b>NET ORDER:</b>		\$6,144.00
<b>TERMS:</b> Net 30 Days		MNJ Technologies Direct, Inc. PO Box : 771861 Chicago, IL 60677-1861 FEIN: 01-0560518	<b>ESTIMATED SALES TAX:</b>		\$0.00
			<b>SHIPPING CHARGES:</b>		\$0.00
			<b>TOTAL:</b>		\$6,144.00
			<b>ORDER BALANCE:</b>		<b>\$6,144.00</b>



LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
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Thanks for the opportunity. We appreciate all your business.



MNJ Technologies Direct, Inc.  
 1025 Busch Pkwy  
 Buffalo Grove, IL 60089-4504  
 (847) 634-0700

Desktop

QUOTE

Dear JUSTIN FIELDS,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
12/15/2021	0001386442		JUSTIN FIELDS	Dec 15, 2021 9:26 pm	\$24,192.00

<b>BILL TO: (9500719)</b>	<b>SHIP TO: (CITY)</b>	<b>ATTENTION TO:</b>
CITY OF MEDINA PO BOX 703 Medina, OH 44258	CITY OF MEDINA 132 N ELMWOOD AVE Medina, OH 44256	NAME: JUSTIN FIELDS  PHONE: 3307233931 EMAIL: itsupport@medinaoh.org
<b>CONFIRM TO:</b>		
ATTN:		

<b>ACCOUNT MANAGER:</b> Jimmy Lochner	
<b>EMAIL:</b> jlochner@mnjtech.com	
<b>PHONE:</b> (847) 876-8841	<b>EXT:</b> 8341
<b>DESCRIPTION:</b>	

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ14824646	Dell Optiplex 7090 Tower	24	1,008.00	24,192.00
		MFG PART NO: DELL-DESKTOP			
		CONTRACT NAME: DELL STS 534109			
<b>SHIP VIA:</b>	FEDEX GROUND	<b>NEW REMIT ADDRESS:</b>	<b>NET ORDER:</b>		\$24,192.00
<b>TERMS:</b>	Net 30 Days	MNJ Technologies Direct, Inc.	<b>ESTIMATED SALES TAX:</b>		\$0.00
		PO Box : 771861	<b>SHIPPING CHARGES:</b>		\$0.00
		Chicago, IL 60677-1861	<b>TOTAL:</b>		\$24,192.00
		FEIN: 01-0560518	<b>ORDER BALANCE:</b>		\$24,192.00

Thanks for the opportunity. We appreciate all your business.



MNJ Technologies Direct, Inc.  
 1025 Busch Pkwy  
 Buffalo Grove, IL 60089-4504  
 (847) 634-0700

OFFICE  
 2019

QUOTE

Dear JUSTIN FIELDS,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE/NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
12/15/2021	0001386422		JUSTIN FIELDS	Dec 15, 2021 12:11 pm	\$13,300.00

<b>BILL TO: (9500719)</b>	<b>SHIP TO: (CITY)</b>	<b>ATTENTION TO:</b>
CITY OF MEDINA PO BOX 703 Medina, OH 44258	CITY OF MEDINA 132 N ELMWOOD AVE Medina, OH 44256	NAME: JUSTIN FIELDS  PHONE: 3307233931 EMAIL: itsupport@medinaoh.org
<b>CONFIRM TO:</b>		
ATTN:		

<b>ACCOUNT MANAGER:</b>	Jimmy Lochner
<b>EMAIL:</b>	jlochner@mnjtech.com
<b>PHONE:</b>	(847) 876-8841      EXT: 8341
<b>DESCRIPTION:</b>	

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ13657467	Microsoft Office 2019 Professional Plus - License - 1 License - Local Government - Microsoft Open Business MFG PART NO: 79P-05745 CONTRACT NAME: CARASOFT STS 534354	25	532.00	13,300.00
<b>SHIP VIA:</b>		<b>NEW REMIT ADDRESS:</b>	<b>NET ORDER:</b>		\$13,300.00
FEDEX GROUND		MNJ Technologies Direct, Inc.	<b>ESTIMATED SALES TAX:</b>		\$0.00
<b>TERMS:</b> Net 30 Days		PO Box : 771861 Chicago, IL 60677-1861	<b>SHIPPING CHARGES:</b>		\$0.00
		FEIN: 01-0560518	<b>TOTAL:</b>		\$13,300.00
			<b>ORDER BALANCE:</b>		\$13,300.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
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Thanks for the opportunity. We appreciate all your business.

RCA 22-018-2/14

Finance Only

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

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/27/2022

Department: Grants

Amount: \$17,500.00

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

Account Number: 138-0460-52215

Vendor: Solid Ground Construction, Inc.

Department Head/Authorized Signature: 

Item/Description:  
Home Repair project for 1015 Brookpoint Drive, Medina from the PY20 CHIP.  
Estimate is for \$17,215, but being submitted for \$17,500 to accommodate change orders

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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.

# REQUEST FOR COUNCIL ACTION

No. PCA 22-019-2/14  
Committee Finance

FROM: Barbara Dzur  
DATE: 01/31/22  
SUBJECT: RFP/RFQ CHIP Consultant

## SUMMARY AND BACKGROUND:

This is a request to authorize the Mayor to solicit Requests for Qualifications (RFQ's)/Request for Proposals (RFP's) for consultant services for the PY22 City of Medina Community Housing Impact and Preservation Program (CHIP) and Community Development Block Grant (CDBG) Grant Program applications, including administration and implementation, and to award RFQ/RFP to the successful bidder. The city will once again make application in partnership with the City of Brunswick.

## 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: Consultant Applications must be advertised on February 18 & March 4. They are due by March 9 and will be awarded by March 21, so there is ample time for the Consultant to complete and submit the Application to the State in May of 2022.

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

OK  
Art Harwell  
2-3-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-020-2/14

**FROM:** Medina Community Recreation Center *TSW*  
**DATE:** February 3, 2022  
**SUBJECT:** Donation Acceptance

**Committee:** Finance

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to accept a donation from the Murray and Susan Van Epp in the amount of \$19,152 to be applied towards the purchase of twelve indoor bicycles for the new Studio within the Medina Rec Center. We request that donation funds be appropriated to account # 574-0351-53315.

### Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No. 574-0351-53315
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

The logo for Keiser, featuring the word "KEISER" in a bold, blocky, sans-serif font.

BECAUSE...  
**'GOOD  
ENOUGH'  
ISN'T.**



Dear ,

Thank you for your interest in Keiser equipment.

As a company, we relentlessly pursue solutions that push the limits of fitness science. It's a mission that began in 1978, when Keiser introduced pneumatic-resistance technology to the strength-training industry. By providing an alternative to outdated iron resistance, we created a safer and more efficient way for people of all ages and ability levels to build strength at speed for true power.

Following the engineering success with strength machines, Keiser then turned our sights to become the first company to use magnetic resistance for cardio machines. That technology enabled us to revolutionize indoor group cycling by delivering a quiet, reliable, consistent ride with bikes that were the first to display power in real time.

Today, more than 80 percent of the world's top sports teams use Keiser strength, functional and cardio machines – including champions in the NFL, MLB, NBA, NHL and World Cup – as well as countless Olympians, other elite athletes and everyday people interested in improving their overall health and fitness. Once you use our machines, we think you'll quickly discover why Keiser is their equipment of choice.

Scott Stapleton

[scotts@keiser.com](mailto:scotts@keiser.com)

513-793-3838

2470 S. Cherry Avenue, Fresno, California 93706



# KEISER

BECAUSE...  
**'GOOD ENOUGH'  
ISN'T.**



Quote	Bill To	Ship To
Quote Number: 133829 - 4	Medina Community Recreation Center	Medina Community Recreation Center
Date: 2/3/2022	855 WEYMOUTH RD	855 WEYMOUTH RD
Purchase Order:	MEDINA, OH 44256-2039	MEDINA, OH 44256-2039
Sales Person: Scott Stapleton	US	US
Valid Until: 3/5/2022	330.721.5009	330.721.5009
Desired Delivery: 2/26/2022		

Quote Items				
Part #	Product	Quantity	Unit Price	Total Price
005506BBC	M3I-BLK-BLK-COMP-FTB HB NOTE: Keiser open API and 3 software apps included at no extra cost. (\$2499.95 worth of technology included with package) -M Series Riders App -M Series Instructors App -M Series Group App  -THE RIDE BY KEISER is available for nominal subscription. This allows unlimited content of recorded live Master Cycling Instructors by Keiser.	12	\$2,280.00 \$1,596.00	\$27,360.00 \$19,152.00

Equipment Subtotal: \$ 27,360.00

Customer Discount: \$ 8,208.00

Equipment Subtotal with Discount: \$ 19,152.00

+Parts: \$ 0.00

+Installation: \$ 0.00

+Shipping(Standard w/Lift): \$ 1,165.40

Installation By: customer

Deliver To: customer

Shipping Type: Standard w/Lift

Currency: USD

Subtotal Before Tax: \$ 20,317.40

+ (44256-2039) 0.00% Tax: \$ 0.00

Total with Tax & Discounts: \$ 20,317.40

Initial: \_\_\_\_\_

# KEISER

BECAUSE...  
**'GOOD ENOUGH'  
ISN'T.**



Quote	Bill To	Ship To
Quote Number: 133829 - 4	Medina Community Recreation Center	Medina Community Recreation Center
Date: 2/3/2022	855 WEYMOUTH RD	855 WEYMOUTH RD
Purchase Order:	MEDINA, OH 44256-2039	MEDINA, OH 44256-2039
Sales Person: Scott Stapleton	US	US
Valid Until: 3/5/2022		
Desired Delivery: 2/26/2022	330.721.5009	330.721.5009

### Shipping Terms:

The freight quote includes inside delivery to a ground level, with a lift gate on delivery vehicle. For residential customers this is limited to garage/car port drop off. Any additional labor, special moving equipment, special handling services, redelivery or storage will result in additional charges.

### Cancellation:

Cancellation of shipped orders, that are unopened and/or unused, will be charged a 15% restocking fee plus the return freight charges. Returned equipment will only be accepted by Keiser with prior written authorization, accompanied with a valid Return Authorization Number and within 30 days of the original ship date.

### Standard Terms:

The use of any exercise equipment, including, without limitation, Keiser's strength training equipment in which resistance can be changed at anytime during the repetition, and any fixed gear bike, including, without limitation, the Keiser M3 bike, without proper instruction and supervision violates the terms of this agreement for purchase of such products. The ability to add resistance anytime during a repetition, including, without limitation, the ability to do a heavy negative may be dangerous, especially for anyone that does not recognize or respect the potential danger. The inability to stop pedaling on a fixed gear bike before the flywheel stops may also be dangerous to anyone riding, especially anyone that does not recognize or respect the potential danger. Therefore, users, agents, or anyone directing the use of said equipment shall determine the suitability of the product for its intended use, and said parties are specifically put on notice that they shall assume all risk and liability in connection herewith. This does not include liabilities arising out of, connected with, and/or relating to the design, manufacture, materials, or workmanship of any Keiser Product.

### Instructions:

Please ensure you complete and return by either Fax or e-mail a copy of the signed quote to the sales rep noted above. Failure to do so could result in a delay of your shipment and may also incur additional shipping charges. Keiser will acknowledge your order and confirm your ship date within 48 hours of booking the order. All ship dates are assigned on a first come, first served basis. Quote is in U.S. dollars and does not include applicable duties, taxes and/or customs fees, which are the responsibility of the buyer. The customer is responsible for inspection of each unit and part for shipping damage at time of delivery or installation, and prior to signing receiving paperwork. If the customer signs an unqualified receipt for freight damage goods, the customer is solely responsible for the cost of the repair or replacement for such freight damage. The signing of this quote and /or the issuance of a purchase order acknowledge that the person authorized to purchase the products listed on this quote and /or listed on the purchase order has read and agrees to the terms of this quote. These terms are in addition to and supersede all other terms of this sale.

I have read and accept the terms of this quote.

---

Initial: \_\_\_\_\_

# KEISER

BECAUSE...  
**'GOOD ENOUGH'  
ISN'T.**



Quote	Bill To	Ship To
Quote Number: 133829 - 4	Medina Community Recreation Center 855 WEYMOUTH RD MEDINA, OH 44256-2039 US	Medina Community Recreation Center 855 WEYMOUTH RD MEDINA, OH 44256-2039 US
Date: 2/3/2022		
Sales Person: Scott Stapleton		
Valid Until: 3/5/2022	330.721.5009	330.721.5009
Desired Delivery: 2/26/2022		

KEISER M3I

## THE BIKER'S DOZEN

### 13 THINGS TO LOOK FOR WHEN BUYING AN INDOOR GROUP CYCLING BIKE



- 1 Is the bike certified by TÜV for Power Accuracy and Safety?
- 2 Does the bike's flywheel and drive-train design accurately simulate a road bike feel?
- 3 Is the bike quiet and smooth, or does it have a hum and/or vibration?
- 4 Do the power and cadence numbers on the display show immediate and stable information?
- 5 When raising the handlebars, do they move forward away from the saddle to accommodate the longer torso and arms of taller riders?
- 6 Is the shifter mounted on the handlebars for easier and safer operation when riding out of the saddle?
- 7 Is the gear you are in displayed so you know your resistance level and so you can get back to it after an interval?
- 8 Does the bike's digital system allow you to download workout data to a mobile app and communicate with a group class projection system at the same time?
- 9 Are the crank arms curved to accommodate the wider pelvises and footwear of average riders, or are they straight?
- 10 What has to be removed to inspect a belt? What about changing a belt?
- 11 Is the flywheel located at the rear of the bike - out of the sweat zone?
- 12 Does the belt have an automatic-tensioning system?
- 13 Is the bike proven? How many have been sold?

**KEISER**® BECAUSE...  
**'GOOD ENOUGH'  
ISN'T.**

Learn more at [keiser.com/M3I](http://keiser.com/M3I)

Initial: \_\_\_\_\_

# KEISER

BECAUSE...  
**'GOOD ENOUGH'  
ISN'T.**



Quote	Bill To	Ship To
Quote Number: 133829 - 4	Medina Community Recreation Center 855 WEYMOUTH RD MEDINA, OH 44256-2039 US	Medina Community Recreation Center 855 WEYMOUTH RD MEDINA, OH 44256-2039 US
Date: 2/3/2022		
Sales Person: Scott Stapleton		
Valid Until: 3/5/2022	330.721.5009	330.721.5009
Desired Delivery: 2/26/2022		

KEISER M3i

## ANSWERS

- 1 Don't believe our competitors' accuracy hype. Demand TÜV's EN957-10 or EN ISO 20957-10 Certification to prove it. The M3i was the first indoor bike to receive the TÜV EN957-10 Certification for Power Accuracy and Safety.
- 2 The road bike feel is determined by the kinetic energy of the flywheel. If the flywheel is too heavy or spins too fast, the bike will appear to pedal itself, increasing the risk of injury and limiting the results of a workout. The M3i simulates only the kinetic energy that a road bike would have, and no more.
- 3 The M3i offers a very quiet and very smooth ride.
- 4 The power and cadence numbers on many displays jump around and lag by 2 to 4 seconds. On the M3i, numbers are immediate and accurate.
- 5 Keiser was the FIRST to design a V-shaped saddle-and-handlebar adjustment, enabling the M3i to accommodate the longer torso and arms of taller riders.
- 6 The M3i shifter is mounted directly to the handlebars for easier and safer operation, especially when riding out of the saddle.
- 7 Keiser was the FIRST to display the bike's gear, allowing you to know the resistance level on the M3i – and how to get back to it after an interval. Even today, some indoor bikes still do not display the gear.
- 8 The M3i's digital system allows you to download workout data to a mobile app and communicate with a group class projection system simultaneously. Make sure the competition can do both, SIMULTANEOUSLY.
- 9 Straight crank arms are designed for bike shoes and the narrow pelvises and Q Factors of elite cyclists. The M3i crank arms are curved to accommodate wider footwear and riders of all shapes and sizes.
- 10 Only eight Phillips head screws must be removed to inspect and change the belt on the M3i. Ask our competitors to show you what it takes on theirs. Remember, it's not just one bike that your maintenance tech has to service – it's a roomful.
- 11 Keiser was the FIRST to move the flywheel to the rear of the bike, allowing the M3i to be more reliable, easier to clean and better protected from sweat and corrosion.
- 12 The Poly-V belt on the M3i is self-tensioning and maintenance-free. If an indoor bike doesn't have an automatic tensioning system, it will be costlier to maintain and could be over- or under-tensioned by a maintenance tech, resulting in further maintenance issues.
- 13 With its continuous improvement over the last 10 years and more than 250,000 bikes sold worldwide – with over 90% still in use today – THE M3i IS WELL-PROVEN.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Keiser Corporation</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2470 S. Cherry Ave</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Fresno, CA 93706</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	4	-	2	4	1	6	8	6	0

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/22/2021</u>
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### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

*OK  
D. Hanwell  
2/3/22*

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-021-2/14

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: February 3, 2022

SUBJECT: Invitation for Proposals for Liability and Property Insurance for the City of Medina

**SUMMARY AND BACKGROUND:**

Respectfully request Council's authorization for the Mayor to solicit request for proposal's (RFP's) for liability and property insurance coverage for the City of Medina and to award the contract to the successful bidder. The current policy expires April 1, 2022 and we were notified during the last week of December, 2021 that the current provider is no longer providing coverage for municipalities.

Estimated Cost: Unknown

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: We will need to present to Finance Committee and Council during the month of March, 2022 to have coverage in place by April 1, 2022.

---

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK  
Gregory Huber  
2-3-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-022-2/14  
Committee: Finance

FROM: Gregory Huber, Law Director  
DATE: February 3, 2022  
SUBJECT: Conflict of Interest Waiver

## SUMMARY AND BACKGROUND:

Respectfully request Council authorize the Mayor to sign the attached Conflict of Interest Waiver between the City of Medina and McDonald Hopkins LLC related to the Lindenwood Lake Dam Improvements Project. McDonald Hopkins LLC represents the City of Medina in connection with various purpose improvement and refunding bonds. McDonald Hopkins LLC also represents Marks Construction, the contractor for the Lindenwood Lake Dam Improvements Project. This Waiver of Conflict agreement has been reviewed and approved by Law Director Greg Huber.

Estimated Cost: 0

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: To assist in resolving the Lindenwood Lake Dam Improvements Project as expeditiously as possible.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Dennis Hanwell  
Mayor  
City of Medina

**Re: Lindenwood Lake Dam Improvements Project**

Dear Mr. Mayor:

As you are aware, McDonald Hopkins LLC (the "Firm") represents the City of Medina ("Medina") in connection with various purpose improvement and refunding bonds, series 2021. (the "Transaction"). As you are also aware, the Firm currently represents Marks Construction, Inc. ("Marks Construction") in the above referenced matter, which is unrelated to the Transaction.

Under the ethical rules of the legal profession, our firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in unrelated matters would create a potential conflict of interest. Accordingly, in an abundance of caution, and pursuant to the Rules of Professional Conduct and the policy of this Firm, we ask that Medina waive and consent to any actual or potential conflict of interest arising out of our Firm's concurrent representation of Medina in the Transaction and of Marks Construction in matters unrelated to the Transaction. We are requesting a similar waiver from Marks Construction.

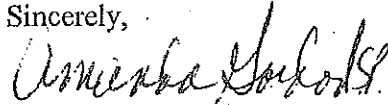
In connection with this, I would like to emphasize a few points. Medina should consider whether there is material risk that our Firm would be less zealous in pursuing its interests in view of our representation of Marks Construction. Medina should also consider whether there is a material risk that its confidences or secrets could be used adversely to it due to our relationship with Marks Construction. In this regard, I do not believe a risk exists that the Firm's representation of Marks Construction in unrelated matters will influence our representation of Medina. I do not believe our Firm would be less zealous in pursuing Medina's interests in the Transaction. In addition, I do not believe any risk exists of our Firm disclosing Medina's confidence or secrets due to our ethical obligations and Firm policy of not using or disclosing confidential information of a client without that client's express written permission. Nonetheless, Medina has the right to have independent counsel review this proposed waiver of conflict and the Firm encourages it to do so.

Accordingly, this letter confirms that Medina waives and consents to any and all conflicts of interest that may exist or may hereafter arise with respect to the Firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in matters unrelated to the Transaction. This will also confirm that Medina will not seek to disqualify me or the Firm from representing Marks Construction, provided that such representation is unrelated to the Transaction. In this regard, the Firm acknowledges that any consent provided does not extend to the representation by the Firm of Marks Construction in any litigation, arbitration or other adverse proceedings or claims that might arise between Medina and Marks Construction in connection with the Transaction. If that were to occur, the Firm would not represent either party.



If this is acceptable, please confirm the waiver of and consent to the above-described conflicts of interest by signing where indicated below and return a copy to me. In the meantime, please feel free to call me with any questions or comments.

Sincerely,



Amanda Gordon

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
City of Medina

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

OK  
DeHannell  
2-3-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-023-2/14

**FROM:** Medina Community Recreation Center <sup>350</sup>  
**DATE:** February 3, 2022  
**SUBJECT:** Replacement of Rubberized Flooring

**Committee:** Finance

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve the purchase and installation of rubberized flooring in the free weight balcony area above the Rec Center's main fitness room. The material is to be cooperatively purchased through Matter Surfaces' Sourcewell contract #0600518 through their turnkey flooring contractor Messina Floor Covering, who will do the installation. The majority of the material is Activation one inch thick squares, while the wheelchair ramp portion will be rubberized Decathalon 9mm sheet flooring. Price includes minor floor prep, delivery & install of new flooring.

Quote # 47557 total: \$29,750.00, attached.

**Estimated Cost:** \$29,750.00

**Suggested Funding:**

- sufficient funds in Account No. 574-0351-53322 ( Carryforward Funds)
- 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:**



Quote

Messina Floor Covering, LLC  
4300 Brookpark Rd., Cleveland, OH 44134  
PH: 216-595-0100 FAX: 216-325-0335

Quote #	47557
Customer PO	
Contract #	
Date	1/27/2022
Sales Person1	Rick Waite
Sales Person2	

For: Acct # 1862  
Fax

Ship To:

City of Medina  
132 N. Elmwood Ave  
Medina, OH 44256

Rec Center Weight Room/ no demo  
855 Weymouth Rd  
Medina, OH 44256  
Contact: Jansen Wehrley 330 721-6921

Quantity	General Information / Description	Unit Cost	Total
1 EA	Messina Floor Covering proposes to Furnish and install new Matter Surfaces Activation 1' 24x24 tile using Dowel Rod installation on weight room floor and Decathalon 9mm sheet rubber on ramp.  Furnish and install 2.5" cove base where base exists.  Minor floor prep included.  Equipment and fixtures to be moved by others.  Removal of existing flooring by others  Based on weekday working hours.  Pricing based on Sourcewell Contract number 0600518.	\$29,750.00	\$29,750.00

<i>Total</i>	
<b>Grand Total</b>	<b>\$29,750.00</b>
Deposit	Date Ck #

NO MAJOR FLOOR PREP  
WORK TO BE COMPLETED DURING NORMAL HOURS M-F

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>MFC LLC PTR</b>	
	Business name/disregarded entity name, if different from above <b>Messina Floor Covering, LLC</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>4300 Brookpark Rd.</b> City, state, and ZIP code <b>Cleveland, OH 44134</b> List account number(s) here (optional)	
		Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>Employer identification number</b>									
3	4	-	1	8	1	8	6	0	5

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Michael J. Messina, President	Date ▶	1/25/2022
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

City of Medina

## EXEMPTION FORM

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(Entity Name)

is exempt from the requirement to submit the OPERS Independent Contractor/Worker Acknowledgement because:

This entity is a "business entity" in accordance with ORC 145.037(A) (i.e. we have five or more employees).

This entity has not and will not provide personal services to the City of Medina.

  
Michael J. Moser, President  
Signature

1/27/2022  
Date

OK RCA 22-024-2/14  
Finance Only

**City of Medina**

**Board of Control/Finance Committee Approval**

**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 2/3/2022

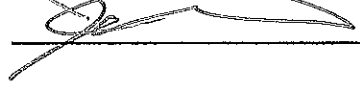
Department: MCRC

Amount: \$20,317.40

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

Account Number: 574-0351-53315

Vendor: Keiser Corporation - New Vendor

Department head/Authorized signature: 

Item/Description:

Twelve indoor bikes for cycling classes

Requesting authorization for Mayor to accept terms of quote,  
contingent on Law Director's approval.

Primary funding by donation from Murray and Susan Van Epp,  
remaining funding from carryforward.

-----  
**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.



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

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **2022000682**  
 P.O. Date: 01/01/2022  
 Req. Number: 2022-CNCL-0001  
 Requested By: Lilly Selva  
 Blanket Type: RB  
 Ship Via:  
 Terms:

**Deliver To** THE OFFICE OF COUNCIL  
 CITY OF MEDINA  
 132 N ELMWOOD AVENUE  
 MEDINA, OHIO 44256

**Vendor** D00550  
 WALTER DRANE CO  
 525 VINE STREET SUITE 310  
 CINCINNATI, OH 45202

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
001	RB-CODIFICATION SERVICES	001-0701-52215				\$8,000.00

Purchase Order Total: \$8,000.00

\$6500 INCREASE; BOC APPROVED 1/24/22

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

*Keith A. Dribner*

1/19/2022

Director of Finance

Date

OK  
for Hancock  
2/7/2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-025-2/14  
Committee Finance

FROM: Kimberly Marshall

DATE: February 4, 2022

SUBJECT: Job Creation Grant Agreement for Expert Crane, Inc.

**SUMMARY AND BACKGROUND:**

This request is for council to authorize the Mayor to enter into a Job Creation Grant agreement with Expert Crane, Inc. for the purpose of relocating their business to the City of Medina. This project will allow them to construct a manufacturing facility located at 5990 Branch Rd.

Expert Crane, Inc. will have an estimated investment of \$10,510,000.00 in this project.

Expert Crane, Inc. has committed to creating 48 new full-time positions with new payroll of \$3,980,000.00 to the City of Medina at the following schedule:

- Year 2023 –43 new FT positions
- Year 2024 - .5 new FT positions
- Year 2025 0 new FT positions

The agreement will provide Expert Crane, Inc. with a grant up to 40% of new payroll taxes to the City of Medina for six years.

The Business Development Committee met with the company on January 27, 2022 and have made a recommendation to Council for their approval.

We respectfully request approval of the Job Creation Grant agreement subject to Law Director's approval. (Draft Agreement attached)

As a reminder, job creation grants are funded from non-income tax generated revenues.

**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.



PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG23-Expert Crane Inc.  
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Expert Crane, Inc. with its main offices located at 5755 Grant Avenue, Cuyahoga Heights, OH 44105 (hereinafter referred to as "Company"), and is dated as of \_\_\_\_\_.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, Expert Crane, Inc. is desirous of relocating to expand their business in the City of Medina located at 5990 Branch Rd, Medina, Ohio to create 48 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Expert Crane, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Expert Crane, Inc. has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Expert Crane, Inc. has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of Expert Crane, Inc. and has recommended the same to Medina City Council on the basis that Expert Crane, Inc. is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. Expert Crane, Inc. shall build a facility located at 5990 Branch Rd, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$10,510,000.00** (dollars) the PROJECT.

- B. The PROJECT will involve a total investment, plus or minus 10%, by Expert Crane, Inc. as follows:

1. Land	\$	<u>365,000.00</u>
2. Additions/New Construction	\$	<u>7,050,000.00</u>
3. Machinery & Equipment	\$	<u>745,000.00</u>
4. Furniture & Equipment	\$	<u>250,000.00</u>
5. Inventory	\$	<u>600,000.00</u>
6. Other – Cranes	\$	<u>1,500,000.00</u>
<b>TOTAL</b>	<b>\$</b>	<b>10,510,000.00</b>

- C. Improvements to facility will begin approximately June, 2022 and will be completed approximately December, 2022.

3. Job Creation and Retention.

- A. Expert Crane, Inc. shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 48 new full-time permanent job opportunities in the City of Medina.

- 1) Expert Crane, Inc. schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	43 (2023)
2	5 (2024)
3	0 (2025)

- B. The job creation period begins approximately January, 2023 and all jobs will be in place by December 2025.
- C. The Company currently has 0 employees in the City of Medina. In total, the Company has 41 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$3,980,000.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Payroll Taxes New to Medina</u>
6	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$24,875.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**.
- C. To receive a grant in any given year, Expert Crane, Inc. must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Expert Crane, Inc. does not achieve at least 90% of new payroll and employment projections, Expert Crane, Inc. shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If Expert Crane, Inc. fails to meet 75% of new payroll and new employment projections in any given year, the grant shall not be awarded for that year.
- (3) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

## 5. Grant Payments.

### A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2025. The initial grant payment shall be made by approximately July 1, 2026 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Expert Crane, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Expert Crane, Inc. to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Expert Crane, Inc. is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that Expert Crane, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If Expert Crane, Inc. requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Expert Crane, Inc. to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by Expert Crane, Inc. for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. Payment of Taxes and Filing Reports and Returns. Expert Crane, Inc. shall pay all taxes and shall file all tax reports and returns as required by law. If Expert Crane, Inc. fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Expert Crane, Inc. shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Expert Crane, Inc. compliance with the Agreement.
8. Maintenance of Grant.
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Expert Crane, Inc. materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Expert Crane, Inc. certifies that at the time this Agreement is executed, Expert Crane, Inc. does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Expert Crane, Inc. is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code; or, if such delinquent taxes are owed, Expert Crane, Inc. currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Expert Crane, Inc. For the purposes of

the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Expert Crane, Inc. is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of Expert Crane, Inc. or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of Expert Crane, Inc. in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If Expert Crane, Inc. fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of Expert Crane, Inc.'s breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if Expert Crane, Inc. fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within

ten (10) days, if Expert Crane, Inc. has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Expert Crane, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) In the event that Expert Crane, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and Expert Crane, Inc. shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date Expert Crane, Inc. moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 10 year period beginning on the effective date of this Agreement; or within ten (10) days from the date Expert Crane, Inc. is notified by the City of Medina that any tax certification is fraudulent.

- G. Expert Crane, Inc. or successor entity shall promptly notify the City of Medina if any of the following events occur:
- (i) If control of Expert Crane, Inc. or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
  - (ii) If Expert Crane, Inc. merges with another entity or
  - (iii) If Expert Crane, Inc. substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of Expert Crane, Inc. or its successor entity to perform substantially the obligations of Expert Crane, Inc. under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Expert Crane, Inc." for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to

own such or cease to have the unconditional right to elect a majority of Expert Crane, Inc.'s board of directors.

H. Each provision for modification or termination hereunder shall not affect Expert Crane, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Expert Crane, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Expert Crane, Inc. has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to:

Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to:

Director of Law-- City of Medina  
Gregory Huber  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

If to \_\_\_\_\_ to:

Expert Crane, Inc.

\_\_\_\_\_  
James C. Doty, President  
5755 Grant Avenue  
Cuyahoga Heights, OH 44105

or such other address as may be noticed.



15. Condition Precedent. Expert Crane, Inc. and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Expert Crane, Inc., by James C. Doty, Owner/President, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF MEDINA

By: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

The legal form and correctness of the within instrument is hereby approved.

DIRECTOR OF LAW- CITY OF MEDINA

By: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

The following is an application to the City of Medina located in the County of Medina by Expert Crane, Inc., hereinafter referred to as the company, for Job Creation Grant Incentives.  
(company name)

**I. General Information**

**Applicant Company Name** Expert Crane, Inc.

Home or Main Office Street Address 5755 Grant Avenue

City Cuyahoga Heights State Ohio Zip code 44105

**Local Project Site Street Address** 5990 Branch Road

City Medina State Ohio Zip code \_\_\_\_\_

**Contact Person Name** James C. Doty Jr.

Telephone 216-645-1446 mobile Fax 216-706-1290

Email jamesdoty@expertcrane

**Nature of business** (manufacturing, distribution, wholesale, retail, residential or other)

Manufacturing and Service of Industrial Cranes

**Standard Industrial Codes** that apply to the products produced by the enterprise.

SIC Code # 3536 NAICS Code # 333923

SIC Code # \_\_\_\_\_ NAICS Code # \_\_\_\_\_

**Form of business** (corporation, partnership, proprietorship, or other).

Expert Crane, Inc. is a corporation and will lease the building and related contents. The land and facility will

be owned by an entity ( Partnership or LLC). The entity will be owned by various owners of Expert Crane, Inc.



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**Name of principal owner(s) or officers of the company (attach list if necessary).**

James C. Doty \_\_\_\_\_ Rebecca A. Doty \_\_\_\_\_

James C. Doty Jr. \_\_\_\_\_ Tempest M. Doty \_\_\_\_\_

Michael L. Doty \_\_\_\_\_ Richard M. Doty \_\_\_\_\_

**Does the company owe:**

**A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?**

Yes \_\_\_\_\_ No  (please check)

**B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?**

Yes \_\_\_\_\_ No  (please check)

**C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?**

Yes \_\_\_\_\_ No  (please check)

**D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**II. Financial Information & Project Information**

**Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:**

		<b>Total Amount</b>
<b>A</b>	<b>Land</b>	\$ 365,000.00
<b>B</b>	<b>Acquisition of Buildings</b>	\$
<b>C</b>	<b>Additions/New Construction</b>	\$ 7,050,000.00
<b>D</b>	<b>Improvements to Existing Buildings</b>	\$
<b>E</b>	<b>Machinery &amp; Equipment</b>	\$ 745,000.00
<b>F</b>	<b>Furniture &amp; Equipment</b>	\$ 250,000.00
<b>G</b>	<b>Inventory</b>	\$ 600,000.00
	CRANES	1,500,000.00
	<b>Total New Project Investment</b>	<b>\$ 10,510,000.00</b>

Project will begin \_\_\_\_\_, 2022 and be completed \_\_\_\_\_, 2023.

**Project Description:** \_\_\_\_\_

Construction of a new facility at 5990 Branch Road in Medina to house manufacturing, engineering and administrative departments of Expert Crane, Inc. (ECI) The facility will include 69,830 sf of manufacturing space and 11,220 sf of office space along with roadways, parking and landscaping. The project will also require improvements to Branch Road to facilitate truck traffic. Water, sewer and broadband must also be upgraded or added to complete the project.

**Business's reasons for requesting tax incentives (be quantitatively specific as possible)**

ECI needs to expand the current facility in order to handle the current growth and service customers effectively. Customers require larger cranes and ECI needs a facility to respond to these requirements. The proposed property will allow ECI meet the current manufacturing and allow for future expansion as the business grows. The plan is to grow sales from the current \$ 16,000,000.00 to \$ 35,000,000.00 in the next several years.

This Grant will help fund the costs associated with hiring qualified manufacturing , engineering and admin. associates.



### III. Employment & Payroll Information

A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:

Current F/T Permanent Employees in Medina	0	Current Annual Payroll for F/T Permanent Employees in Medina	\$ 0
Current F/T Employees in Ohio at locations outside of City of Medina	41	Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	\$ 4,447,079

B. List proposed schedule for new hiring as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	Construction	43	5	48

C. Estimate the amount of Payroll such NEW employees will add as a result of this project:

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	\$ construction	\$ 3,700,000	\$ 280,000	\$ 3,980,000



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

#### IV. Certifications

Submission of the application expressly authorizes The City of Medina  
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Expert Crane, Inc.  
Name of Property/Business Owner

Date

10/27/21

Signature

James C. Doty, Pres.

Typed Name and Title

#### Application Fee:

- A non-refundable fee of \$500.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.

OK  
2/7/2022  
Kimberly Marshall

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-026-2/14  
Committee Finance

**FROM:** Kimberly Marshall

**DATE:** February 4, 2022

**SUBJECT:** Roadwork Development (629) Grant Application

**SUMMARY AND BACKGROUND:**

This request is for Council's authorization to submit a 629 Roadwork grant application with the Ohio Department of Development in conjunction with Jobs Ohio.

If awarded, the grant will be used to improve Branch Rd from Commerce Drive to westerly limits of Medina City Lot 8875 known as the Fruth-Turner Property) and install storm sewer to drain the roadway.

The grant has an estimated value up to \$85,000 covering 30 percent of eligible roadwork costs including engineering and design costs related to the job creation project of Expert Crane Inc.

The project budget is still being determined but estimated at \$325,730.

Finally, please note that in addition to the authorization to submit the grant application, this request asks that if successful, the Mayor be authorized to enter into an agreement with Ohio Department of Development accordingly.

Thank you for your consideration.

**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:** So that we can get the application for the project on the March Controlling Board Meeting for approval.

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

# Ohio

December 6, 2021

Kimberly Marshall  
Economic Development Director  
City of Medina  
132 North Elmwood Avenue  
Medina, Ohio 44256

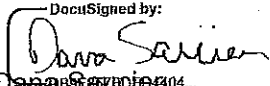
Dear Mrs. Marshall:

The Ohio Department of Development (Development), in conjunction with JobsOhio, welcomes the opportunity to assist the City of Medina with its public roadwork development project in support of the Expert Crane, Inc. project in York Township.


Enclosed with this letter is a Summary of Assistance with program information for the Roadwork Development (629) Grant being offered by Development. We believe that this offer of assistance, coupled with additional local and state resources available, allows the City of Medina to address all of the public roadwork needs for the Expert Crane, Inc. project. Good luck as you proceed with this important project.

Please continue to work with Shawn Starlin at Team NEO. Shawn may be reached at (330) 988-2248 or by e-mail at [ssstarlin@teamneo.org](mailto:ssstarlin@teamneo.org).

Sincerely,

DocuSigned by:  
  
Dana Starlin 404...  
Dana Starlin  
Vice President, Head of Economic Development  
JobsOhio



DocuSigned by:  
  
6477E8C9E1TA45E...  
Matt McClellan  
Assistant Director  
Ohio Department of Development  
**Ohio** | Department of  
Development





# Ohio

## Summary of Assistance for Expert Crane, Inc. and the City of Medina

### Project Assumptions:

- The primary focus of the Roadwork Development (629) Grant is to complete an eligible roadwork project in support of Expert Crane, Inc.'s (Expert Crane) project in your community.
- The total estimated eligible roadwork costs related to the project are \$325,730.
- **Expert Crane's Project Details:**
  - **Project Site:** Expert Crane will expand at Parcel ID: 05031A26011, Branch Road in York Township, Medina County.
  - **Jobs Created:** Expert Crane will create 33 new jobs with an associated created payroll of \$2,169,440, exclusive of benefits.
  - **Jobs Retained:** Expert Crane will retain 47 existing jobs with an associated baseline payroll for the previous twelve-month period of \$4,702,325 exclusive of benefits.
  - The state of Ohio is in competition with the states of North Carolina and Texas for Expert Crane's proposed project.
  - Any relocation of positions within the state of Ohio will require Expert Crane to notify the impacted community in the form of a relocation letter.
- Basic project information will become public once the State Controlling Board approves the project.

Proposed State Assistance	Estimated Value
Roadwork Development (629) Grant	\$85,000
<b>Estimated Total Value of Assistance</b>	<b>\$85,000</b>

\*This commitment is current as of December 6, 2021. It will remain in effect until March 31, 2022.

\*\*"Jobs" - both retained and created - are calculated on a full time equivalent (FTE) basis, obtained by dividing the total number of hours for which employees were compensated for employment in the Project by two-thousand eighty.

### Next Steps:

Shawn Starlin, Lead Project Manager, will need to receive a response from Expert Crane by **March 31, 2022**, accepting this assistance and confirming our understanding of the project. ***Please note that this offer is contingent upon further due diligence, completion of an application, state Controlling Board approval and execution of an agreement(s).*** The application will come from JobsOhio and an email address of noreply@jobsOhio.com. Shawn Starlin may be reached at (330) 988-2248 or by e-mail at sstarlin@teamneo.org. We look forward to hearing from you again soon.



# Ohio

**Estimated Total Value of State Assistance**

**\$85,000**

## **Roadwork Development (629) Grant**

**Estimated Value: Up to \$85,000, covering 30 percent of eligible roadwork costs**

The Roadwork Development (629) Grant provides funding to the City of Medina for public roadway improvements, including engineering and design costs, related to the job creation/retention project of Expert Crane. Funds are available for projects primarily involving manufacturing, research and development, high technology, corporate headquarters, and distribution activity. [Learn More](#)

To ensure your project stays on track, please find Controlling Board approval meeting dates and corresponding deadlines [here](#).

### **Grant Program Benefits:**

- **Multiple Beneficiaries** – Proportional funding to local communities for public roadwork infrastructure that directly benefit your project.



OK  
Dr. Hamney  
2-8-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-027-2/14  
Committee Finance

FROM: Kimberly Marshall  
DATE: February 7, 2022  
SUBJECT: South Town Center, LLC – Petition to Join the JEDD

**SUMMARY AND BACKGROUND:**

South Town Center, LLC located at 5827 Wooster Pike Rd, Medina, OH 44256, Parcel number 030-11A-01-010 would like to join the JEDD. They have completed the petition form accordingly.

The JEDD Board met on December 21, 2021 and have also voted to include them in Montville Township / City of Medina JEDD.

**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:

**PETITION OF PROPERTY OWNER(S) AND OWNER(S) OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76.**

The Undersigned represent(s) one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition(s) for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

Further, the Undersigned, hereby acknowledge(s) and specify(ies) that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (A) through (C) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) The economic development plan described in division (C) of Section 715.75 of the Ohio Revised Code;

**PROPERTY OWNER(S):**

**Address of Property(ies):**

SOUTH TOWN CENTER LLC

5827 WOOSTER PIKE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Principal  
(if appropriate)

Permanent Tax Parcel Number of  
Property(ies):

Date: \_\_\_\_\_


9/14/2021

030-11A-01-010



**Mike Kovack**  
Medina County Auditor

[Tax Bill](#)   [Aerial Imagery](#)   [Tax Map](#)   [Transfers](#)   [Tax Distribution](#)

 [Print This Page](#)

Parcel Information

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<b>Parcel Number</b>	030-11A-01-010
<b>Owner Name</b>	SOUTH TOWN CENTER LLC
<b>Location</b>	5827 WOOSTER PIKE 030 - Montville (Medina City SD)
<b>Property Class</b>	499 Property Class Codes
<b>Acreage</b>	5.340000
<b>Legal Description</b>	LOT 24 MID PT 5.3479 AC
<b>Tax Mailing Address</b>	SOUTH TOWN CENTER LLC 23 PUBLIC SQUARE SUITE 200 MEDINA, OH 44256 USA

Value

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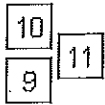
<b>Land Value</b>	568,890
<b>CAUV Value</b>	0
<b>Building Value</b>	1,120
<b>Total Value</b>	570,010

Taxable Value

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<b>Taxable Land Value</b>	199,110
<b>Taxable CAUV Value</b>	0
<b>Taxable Building Value</b>	390
<b>Taxable Total Value</b>	199,500

**Other Improvements Sketch - Card Number 001**



COLUMBIA GAS SHED & TANKS

Other Improvements

Card Number	Key	Improvement	Width	Length	Area	Year Built
001	09	Residential Shed - Small Util	13	18	234	1980
001	10	Storage - Tank Above Ground Ag Use	0	0	20	1980
001	11	Storage - Tank Above Ground Ag Use	0	0	20	1980



RCA 22-028-2/14  
Finance Only

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

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 2/8/2021

Department: Grants

Amount: \$19,000.00

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

Account Number: 138-0460-52215

Vendor: Solid Ground Construction

Department Head/Authorized Signature: 

Item/Description:

PY 2020 CHIP program Home Repair project for 1015 Brookpoint Drive, Medina OH 44256

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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.



**REQUEST FOR COUNCIL ACTION**

*OK  
As Handed  
2-8-2022*

NO. RCA 22-029-2/14

FROM: Patrick Patton *GP*

COMMITTEE REFERRAL: Finance

DATE: February 8, 2022

SUBJECT: Job #1061: Gates Mills Culvert Replacements

This request is for permission to advertise, bid and award the Gates Mills Culvert Replacement Project. This project will consist of complete removal and replacement of the culvert, along with new sidewalks, storm sewer, sanitary sewer and water lines in the immediate area will also be replaced.

The total cost for this project will be as follows:

The engineer's estimate for this project is as follows:

- Construction = \$510,000.
- Advertising = \$ 500.
- Printing = \$ 1,500.
- Total Project Cost = \$512,000.

Please note, a protective railing will be needed at the culvert. The project currently includes a typical tube type safety railing. Decorative railing would increase the cost of the railing by a total of \$19,500. If Council decided to install decorative railing at, the total project cost would increase by \$19,500, to \$531,500.

The City has received a grant from the Ohio Public Works Commission (OPWC) program for this project. The Grant will pay 73% of the costs of the project up to a maximum of \$485,120.

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$512,000 to \$531,500

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411  
OPWC Grant

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:


Ord./Res. Number:

Date:

OK  
at Home  
2-8-2022

**REQUEST FOR COUNCIL ACTION**

NO. RCA 22-030-2/14

FROM: Patrick Patton 

COMMITTEE  
REFERRAL: Finance

DATE: February 8, 2022

SUBJECT: Construction Agreement – Woodside Green Subdivision, Ph. 2

KMK Development has received Planning Commission approval to proceed with the construction of Phase 2 of the Woodside Green Subdivision. Per the City's Subdivision Regulations, in order to proceed with construction, they are required to enter into a construction agreement with the City for this project.

This requests asks for Council's approval of this agreement, and to allow the Mayor to sign the agreement as the City's authorized representative.

Thank you for your consideration.

ESTIMATED COST: No Cost to the City

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number: n/a

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## CONSTRUCTION AGREEMENT

TO: The Mayor and Council of the City of Medina, Ohio  
ATTENTION: City Engineer  
RE: Section 1173.09a, Subdivision Code

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Gentlemen:

In consideration of the acceptance by the City of Medina, Ohio, of the Subdivision Plat of WOODSIDE GREEN SUBDIVISION, PHASE II, KMK DEVELOPMENT LLC (the developer), agrees and by this writing guarantees the construction and installation of the aforesaid improvements pursuant to Title Nine of the Code of Ordinances of the City of Medina, Ohio, as amended, within the time authorized for completion and in accordance with all applicable ordinances of the City of Medina.

KMK DEVELOPMENT LLC further agrees that he is the developer of the WOODSIDE GREEN SUBDIVISION, PHASE II, by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_.

It is hereby understood and agreed that KMK DEVELOPMENT LLC, developer, shall provide the following improvements and facilities to be installed at the subdivider's (KMK DEVELOPMENT LLC) expense in compliance with the standards and specifications for each of the following various types of improvements:

1. Grading
2. Construction of Sanitary Sewers
3. Construction of Storm Sewers
4. Construction of Water Lines
5. Construction of Pavements
6. Construction of Street Signs and Markers
7. Construction of Sidewalks
8. Installation of Street Lights, if required
9. Planting of Trees within the right-of-way

The developer further states that said improvements will be completed and installed within the time for completion as set forth in the Code of Ordinances or the time set forth in the Ordinance approving the record plat. If the improvements are not completed within the specified time, the City, upon proper notice, may complete the improvements and recover full costs and expenses thereof from KMK DEVELOPMENT LLC, the developer, and may appropriate such portion of money or bonds posted for the faithful performance of said works.

WITNESSES to KMK DEVELOPMENT LLC signature:

KMK DEVELOPMENT LLC (DEVELOPER)

[Signature]  
(Signature)

Name: Brian Phillips  
(Please print of type)

BY: [Signature]  
(Signature)

Name: W. Kent Phillips Managing member  
(Please print of type)

WITNESSES to CITY OF MEDINA signature:

CITY OF MEDINA, OHIO

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

Name: \_\_\_\_\_  
(Please print of type)

BY: \_\_\_\_\_  
(Signature)

Name: Dennis Hanwell, Mayor, City of Medina

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above named KMK DEVELOPMENT LLC, Developer, by W. Kent Phillips its Managing member, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said Developer, and the free act and deed of himself personally as such officer.

Witness my signature and notarial seal at Seville, Ohio, this 2<sup>nd</sup> day of February, 2022

[Signature]  
NOTARY PUBLIC - STATE OF OHIO  
Notary Public  
My commission expires 4/20/23

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above-named CITY OF MEDINA, OHIO, by \_\_\_\_\_ its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said CITY OF MEDINA, OHIO, and the free act and deed of himself personally as such officer.

Witness my signature and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

Greg Huber, City of Medina Law Director

OK  
RCA 22-031-2/14  
Finance

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

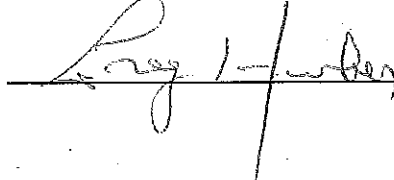
- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/31/2022 Department: Law

Amount: \$60,000.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 001-0704-52225

Vendor: Baker, Dublikar, Beck, Wiley & Mathews (B00051)

Department Head/Authorized Signature: 

Item/Description:  
2022 purchase order for Legal services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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.

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-032-2/14

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: February 9, 2022  
SUBJECT: 2021 - 2025 Financial Audit

Committee: Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council to approve the expenditure of up to \$40,000 to Rea and Associates for the 2021 Audit and to authorize the Mayor to sign the Certification of Compliance with Procurement Requirements and the Memorandum of Agreement between the Auditor of State Keith Faber, the City of Medina, and Rea & Associates, Inc. for the 2021, 2022, 2023, 2024, and 2025 financial audits.

Total actual costs for the 2020 audit = \$37,187  
Total actual costs for the 2019 audit = \$37,187  
Total actual costs for the 2018 audit = \$37,561

\*Note: The RFP from Rea and Associates states that fees for audit services will not exceed \$34,710 for year-end 2021. However, this fee is based on the auditors testing only one federal program. There is a possibility that the auditors will have to test two federal programs. Therefore, the Finance department is requesting Council authorize up to \$40,000 in audit costs.

Estimated Cost: \$40,000

Suggested Funding: 001-0707-52221

Sufficient funds in Account No.:

Transfer needed: From Account No.:  
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: Yes

Reason: The 2021 audit cannot begin until AOS receives these forms.

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

# OHIO AUDITOR OF STATE KEITH FABER



Lausche Building, 12<sup>th</sup> Floor  
615 Superior Avenue, NW  
Cleveland, Ohio 44113-1801  
(216) 787-3665 or (800) 626-2297  
NortheastRegion@ohioauditor.gov

December 16, 2021

Rea & Associates, Inc.  
Attn: Chad Welty  
694 E. Washington Street  
Medina, Ohio 44258

Dear Mr. Welty:

On behalf of Auditor of State Keith Faber, I am pleased to inform you that the contract to audit the City of Medina, Medina County, for the fiscal period(s) January 1, 2021 through December 31, 2025, in accordance with the items and conditions set forth in the Request for Proposals dated November 9, 2021, has been awarded to Rea & Associates, Inc.

Attached you will find a PDF document of the Memorandum of Agreement (MOA) form. This document is to be executed by an authorized representative of your firm and forwarded to the City of Medina. Electronic signatures are acceptable.

The public office will then sign the MOA and a Certification of Compliance (also attached) and **return all signed documents to this office**. When fully approved by the Auditor of State, a fully executed document will be sent to you and to the public office. No audit work may be performed or payments lawfully made regarding this contract until such approval is obtained.

Should you have any questions, please contact me at 216-787-3665. We look forward to working with you and, in advance of your cooperation, please accept my appreciation.

Sincerely,

KEITH FABER  
Auditor of State

William Ward  
Assistant Chief Auditor  
Northeast Region

Encls.

C: Keith Dirham, Finance Director; City of Medina

# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
IPACorrespondence@ohioauditor.gov  
(800) 282-0370

## MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 16th day of December, 2021, by and between Rea & Associates, Inc. an independent public accountant (IPA), KEITH FABER, Auditor of State of Ohio (Auditor) and the City of Medina, Medina County (Public Office) WITNESSETH:

Whereas, the Auditor of State on November 9, 2021, issued a Request for Proposals for an engagement related to the City of Medina, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 115.56, Revised Code, for fiscal periods January 1, 2021 through December 31, 2025.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal; the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.



Subcontractor Name N/A

Address N/A

Number of Hours	Rate Per Hour	Total Subcontract
N/A		\$0.00

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Legislative Authority or Designee for  
the City of Medina

Date

**Chad Welty**

Digitally signed by Chad Welty  
Date: 2021.12.16 09:32:39 -05'00'

December 16, 2021

Rea & Associates, Inc.

Date

APPROVAL:

Compliance, Auditor of State  
Office of **KEITH FABER**, Auditor of State of Ohio  
In Accordance with Sections 117.11 & 115.56 Revised Code  
(Not valid unless approved by Legal Division)

Date

OHIO AUDITOR OF STATE  
KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
IPA\_Correspondence@ohioauditor.gov  
(800) 282-0370

**Certification of Compliance with Procurement Requirements**

This is to certify that, to the best of my knowledge and belief as the appropriate official of the  
City of Medina, Medina County, we have complied with all applicable  
federal, state and local procurement requirements in the selection of the firm  
Rea & Associates, Inc. to perform the audit of the  
City of Medina, Medina County, which is the subject of the  
accompanying contract.

City of Medina, Medina County

Date

Please type/print Name and Title:

# Sealed Dollar Cost Bid

for

City of Medina

*Technical proposal for professional auditing services  
for January 1, 2021 through December 31, 2025*

Contract Number 26A07-806CF Tier 2

November 23, 2021

Submitted by

Rea & Associates, Inc.  
Chad Welty, CPA – Principal  
694 E Washington Street  
Medina, OH 44256  
[chad.welty@reacpa.com](mailto:chad.welty@reacpa.com)  
(330) 722-8222



Rea & associates  
*a brighter way*

**Name of Firm:**

Rea & Associates, Inc.  
Certified Public Accountants  
694 E Washington Street  
Medina, OH 44256  
Ph: (330) 722-8222

**Certification:**

I, **Chad Welty, CPA**, certify that I am entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the City of Medina.

---

Chad Welty, CPA, Principal  
of Rea & Associates, Inc.

Fees: Our fixed fees for the audit of the City of Medina are as follows.

<u>Year End</u>	
2021	\$34,710
2022	\$36,045
2023	\$37,380
2024	\$38,715
2025	\$40,050
<b>Total</b>	<b><u>\$186,900</u></b>

**EXHIBIT A**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
TO SUPPORT THE TOTAL ALL-INCLUSIVE MAXIMUM FIXED FEE  
FOR THE AUDIT OF THE FINANCIAL STATEMENTS OF**

**City of Medina**

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total</u>
Principals	38	\$ 78.00	\$ 2,964
Manager/Supervisor	134	\$ 78.00	10,452
Staff	273	\$ 78.00	21,294
Other (specify): Typist and Proofreader			
Out-of-Pocket Expenses			
 Total fixed fee bid for the year ended 2021	 <u>445</u>	 <u>\$ 78.00</u>	 <u>\$ 34,710</u>

**Contract Pricing:**

	<u>Hours</u>	<u>Rate</u>	<u>Fixed Fee</u>
Year end 2021	445	\$ 78.00	\$ 34,710
Year end 2022	445	\$ 81.00	\$ 36,045
Year end 2023	445	\$ 84.00	\$ 37,380
Year end 2024	445	\$ 87.00	\$ 38,715
Year end 2025	445	\$ 90.00	\$ 40,050
 Grand Total: All Years			 <u>\$ 186,900</u>

**REQUEST FOR COUNCIL ACTION**

**From:** Greg Huber, Law Director

**No.** RCA 22-033-2/14

**Date:** February 9, 2022

**Committee:** Finance

**Subject:** Purchase Agreement – 368 Foundry Street

**Summary and background:**

See attached purchase agreement for 368 Foundry Street.

**Estimated Cost:** \$71,000.00

**Suggested Funding:**

**Sufficient Funds in Account:** TBD

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes  No

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

## PURCHASE AGREEMENT

This Agreement is made and entered into at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **VERN FREGA** and **DANIELLE FREGA**, husband and wife, hereinafter referred to as "Seller," whose present mailing address is \_\_\_\_\_, and the **CITY OF MEDINA, OHIO**, an Ohio **Municipal Corporation**, hereinafter referred to as "Purchaser," whose present mailing address is 132 North Elmwood Avenue, Medina, Ohio 44256.

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, Seller and Purchaser agree as follows:

1. **Purchase and Sale of the Premises.** On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title, and interest in and to the real property located at 368 Foundry Street, Medina, Ohio 44256 ("the Premises"). The Premises is known as Permanent Parcel No. 028-19A-16-009, and is further described on "Exhibit A," attached hereto.

2. **Purchase Price.** The purchase price for the Premises shall be Seventy-One Thousand Dollars (\$71,000) ("Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available funds to the Escrow Agent at closing.

3. **Evidence of Title.** Seller shall provide Buyer with an owner's policy of title insurance issued by Transfer Title Agency, Inc., ("Escrow Agent"), 748 North Court Street, Medina, Ohio 44256, at closing, evidencing that Seller has good and marketable title to the Premises in fee simple, free and clear of all liens and encumbrances excepting only:

- (a) those created or assumed by Purchaser;
- (b) zoning, building and other laws, ordinances, and regulations;
- (c) public highways and rights-of-way;
- (d) restrictions, conditions, oil and gas leases, and utility easements of record; and
- (e) taxes and assessments which are not to be paid by Seller under this Agreement.

Marketability shall be determined in accordance with the stands of title examinations promulgated by the Ohio State Bar Association.

4. **Taxes and Assessments; Prorations.** Seller shall pay or credit on the Purchase Price the amount of all delinquent taxes, including penalties and interest, and all special assessments that are a lien as of the day of closing, both current and reassessed and whether due or to become due. Seller shall also credit the Purchase Price for all unpaid real estate taxes not yet due for the year prior to the closing through the date of closing. The proration of the undetermined taxes shall be based upon a 365 day year and on the most recently available tax rate and valuation. It is the intention of the parties in making the tax proration to allow Purchaser

a credit as close in amount as possible to the amount which Purchaser will be required to pay to the county treasurer, giving effect to applicable exemptions, recently voted millage, changes in valuation or other similar matters which may have an effect on the amount of the real estate taxes, whether or not they have been certified.

5. **Transfer of Premises.** Seller shall convey and transfer marketable title in fee simple to the Premises to Purchaser by a general warranty deed, free and clear of all liens and encumbrances whatsoever, except for those liens or encumbrances set forth in the first paragraph of Section 3 above, which shall be exceptions to the warrant covenants. Purchaser shall not assume and Seller shall retain all liabilities related to the Premises arising on or before the Closing. If Seller cannot transfer marketable title to Purchaser at Closing, Purchaser shall have the option to terminate this Agreement without further obligation to Purchaser.

6. **Closing.** As used in this Agreement, references to "a closing" the "closing" or "day of closing" shall mean the closing of the purchase and sale contemplated by this Agreement ("Closing"). The Closing shall occur at the offices of the Escrow Agent on or before \_\_\_\_\_, 2022. The sale and purchase of the Premises shall be closed by placing all documents and funds necessary to the completion of the transaction contemplated herein in escrow with the Escrow Agent.

7. **Closing Costs.** The Closing costs shall be paid as follows:

The Seller shall be responsible for the following expenses, which the Escrow Agent is authorized and instructed to deduct from the proceeds of sale upon the closing of this transaction:

- a. Cost of title examination/commitment;
- b. One-half the cost of owner's policy of title insurance;
- c. Any expense necessary in clearing the title, including all tax liens.
- d. Conveyance fee and cost of preparation of conveyance fee form;
- e. Real estate taxes and assessments prorated to date of title transfer;
- f. One-half of the escrow fee.
- g. Any and all fees and/or commissions owed to Seller's real estate broker.

The Purchaser shall be responsible for the following expenses, which the Escrow Agent shall deduct from funds standing to the credit of the Purchaser or collect from them prior to the closing of this transaction:

- a. One-half the cost of owner's policy of title insurance;
- b. Recording fee for the deed;
- c. One-half of the escrow fee.
- d. Cost of deed preparation.

8. **Broker's Fee.** Seller is represented by Maureen Wlodarczyk, KW Living, 15703 Lorain Avenue, Cleveland, Ohio 44111, in this real estate transaction, and Seller shall be



responsible for any and all fees and/or commission owed to the broker. Purchaser represents that it has not dealt with any brokers in connection with this transaction.

9. **Possession.** Purchaser shall be entitled to exclusive possession of the Premises on the date of Closing.

10. **General Provisions, Representations and Warranties.**

(a) It is acknowledged by the parties that the subject Premises is being purchased in its present physical "as is" condition after examination by the Purchaser who is relying solely upon such examination with reference to the condition, value and character of the property.

(b) This contract shall be governed by the laws of the State of Ohio.

(c) Time is of essence on this contract.

(d) Any portion of this contract declared invalid by law will not void the remainder of this contract.

(e) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns.

(f) This instrument contains the entire agreement between the parties; and it is understood that no promises, provisions, terms, warranties or obligations whatsoever, either express or implied, other than herein set forth shall be binding upon the parties hereto.

**SELLER:**

\_\_\_\_\_  
**VERN FREGA**

\_\_\_\_\_  
**DANIELLE FREGA**

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Document & Form Approved by:

\_\_\_\_\_  
GREGORY A. HUBER, Law Director, City of Medina

**PURCHASER:**

**CITY OF MEDINA, OHIO,  
An Ohio Municipal Corporation**

By: \_\_\_\_\_  
**DENNIS HANWELL, Mayor**

Date: \_\_\_\_\_

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256  
Telephone: 330-722-9020