

FINANCE COMMITTEE AGENDA

January 27, 2025

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 25-010-1/13 – Programmatic Agreement w/ Ohio Historic Preservation Office
3. 25-022-1/27 – Amend S&B Code 31.02 & 31.05 – Municipal Court Updates
4. 25-023-1/27 – Expenditure Over \$20,000 – Litchfield Heating & Cooling
5. 25-024-1/27 – Grant Application for AEDs for Parks & Rec. Dept.
6. 25-025-1/27 – Expenditure – MNJ Technologies – IT Dept.
7. 25-026-1/27 – Lease w/ Medina Metropolitan Housing for 135 N. Elmwood Ave.
Discussion Only
8. 25-027-1/27 – Then & Now – Superior Petroleum Equipment
9. 25-028-1/27 – Increase Exp. P.O. #2024-1684 – Wright Traffic Control – Engineering
10. 25-029-1/27 – Increase P.O. #2024-1383 – Then & Now – Wintrow Construction
11. 25-030-1/27 – Then & Now – Centerra Co-Op – Police Dept.
12. 25-031-1/27 – FMVE for Medina Street Bridge
13. 25-032-1/27 – Amend Ord. 166-24, Add Exhibit B – Ruhlin
14. 25-033-1/27 – Expenditure / New Vendor – CTG Environmental – Engineering
15. 25-034-1/27 – Expenditure / Dex Imaging – IT Dept.
16. Executive Session: (land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 25-022-1/27 – Updates to Sec. 31.02 & 31.05 - S & B Code – Municipal Court
- 25-023-1/27 – Expenditure Over \$20,000 – Litchfield Heating & Cooling
- 25-024-1/27 – Grant Application w/ Cleveland Clinic – AEDs for Parks & Rec.
- 25-025-1/27 – Expenditure – MNJ Technologies – IT Dept.
- 25-026-1/27 – Lease w/ MMHA for 135 N. Elmwood Ave.
- 25-027-1/27 – Then & Now – Superior Petroleum Equipment – Airport
- 25-028-1/27 – Increase P.O. #24-1684 – Wright Traffic Control
- 25-029-1/27 – Increase P.O. #24-1383 / Then & Now – Wintrow Construction – Railroad
- 25-030-1/27 – Then & Now – Centerra Co-Op – Police Dept.
- 25-031-1/27 – FMVE for Medina Street Bridge
- 25-032-1/27 – Amend Ord. 166-24 – Add Exhibit B to contract – Ruhlin
- 25-033-1/27 – Expenditure Over \$20,000 – CTG Environmental – New Vendor – Engineering
- 25-034-1/27 – Expenditure Over \$20,000 – Dex Imaging – IT Dept.

1/27/25



4401 Rockside Road, Suite 108
Independence, OH 44131
Phone: (216)553-7026 / Fax: (440)848-8332

SPECIAL/FUTURE TAX ASSESSMENT SEARCH REQUEST

City of Medina
132 N. Elmwood St., P.O. Box 703
Medina, OH 44256-1827

Date: January 23, 2025
Order No.: 2500150241-66R

To Whom It May Concern:

In connection with the below captioned property, we herewith request a special assessment examination for current and future assessments which might be levied against said property and are not shown on the current tax duplicate.

Parcel No.: 028-19C-05-189
Property: 140 Lafayette Road Unit #5, Medina, OH 44256
Owner's Name: Paul M. Bican and Cathy Bican
Buyer's Name: Steven Heilman
Transfer Date: February 11, 2025

Your immediate reply to our request will expedite the transaction and will be greatly appreciated.

When completed, please return via mail, fax back to us at (440)848-8332 or email to act@acttitleohio.com. If you have any questions, please contact us at (216)553-7026.

Thank you for your assistance.

Cathie Gero

act@acttitleohio.com

Please be advised that we have examined our records for special and future assessments on the above property and find the following:

By: _____ Date _____
Authorized Signature for Above Municipality

OK
D. Hammett
12-30-24

REQUEST FOR COUNCIL ACTION

No. RCA 25-010-1/13

FROM: Community Development

DATE: December 26, 2024

Committee: ~~City Council~~ Finance

SUBJECT: Replacement of Agreement and Ordinance No. 176-18 passed in November 12, 2019.
New Ordinance and Agreement will be in effect until December 31, 2029.

SUMMARY AND BACKGROUND:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS.

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

Sec. 1: That the Mayor is hereby authorized and Directed to sign the Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.

Sec. 2: That a copy of the Agreement is Marked Exhibit A, attached hereto and incorporated herein.

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

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

Reviewed by Law Dir.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 1/13/25 JS/DS
*Bring back & pass
Fin/Council next mtg.*

**Ord./Res.
Date:**

Kathy Patton

From: Andrew Dutton
Sent: Tuesday, January 14, 2025 2:24 PM
Cc: Dennis Hanwell; Barbara Dzur; Kathy Patton; Greg Huber
Subject: State Historic Preservation Office Agreement
Attachments: SHPO Agreement 2019.pdf

*Rcvd
1-14-25*

Council Members,

At last night's Finance Committee meeting, there was a request to authorize the Mayor to sign an agreement with the State Historic Preservation Office (SHPO) which remained in Finance. As this is an infrequent request and the document is regulation-heavy, please see the information below:

- This is an agreement between the city, the SHPO, and our local historical organization (Medina County Historical Society) that we are asked to sign every 5 years. It is very similar to the previous agreement signed in 2019 (attached).
- The agreement states that the city will follow the required Section 106 of the National Historic Preservation Act when using federal funds on city projects. The bulk of the agreement is a summation of the existing Section 106 requirements and processes, which are found in the "Stipulation" section on pages 2 - 7.
- Currently, Barbara Dzur completes the Section 106 requirements for grant funding. Recent reviews were conducted to receive grant funding for the demolition of the Porter's Shoe Repair building, the demolition of the Tott's house at the Medina Municipal Airport, and the workout room addition to the Medina Community Recreation Center. These reviews were submitted to the SHPO, reviewed in a timely manner, approved, and we received grant funds for the projects without issue.
- **Whether or not we sign the agreement, we must go through the Section 106 process when using federal funds.**
- Signing the agreement allows us to streamline the process by reporting Section 106 information to SHPO.
- If we don't sign the agreement we will need to have a formal consultation with the SHPO for every project where a Section 106 is required. This adds a step to the process, staff time, SHPO time, and possibly hurts our chances when applying for funding.

Please let me know if you have any questions or require any additional information.

Andrew Dutton

Community Development Director

City of Medina

adutton@medinaoh.org

330-722-9023



Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

Administration of Programs Using HUD Allocated Funds with Delegated Review

Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant (CDBG) and other Community Planning and Development (CPD) funds to the State of Ohio Department of Development (State); and

WHEREAS, the State has awarded CDBG and other Community Planning and Development (CPD) funds to **City of Medina** (Grantee); and

WHEREAS, the funding sources covered by this Programmatic Agreement (Agreement) are limited to **HUD Community Planning and Development (CPD) programs that are subject to 24 CFR Part 58**, including but not limited to the following CPD programs listed below:

- Community Development Block Grants (CDBG)
- Home Investments Partnership (HOME)
- Economic Development Initiative (EDI)
- Emergency Solutions Grants (ESG)
- Supportive Housing
- Housing Opportunities for Persons with AIDS (HOPWA)
- Neighborhood Stabilization Program (NSP) Grants;

WHEREAS, in accordance with 24 CFR Part 58, the Grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law, and this Agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the Grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register); and

WHEREAS, the Grantee has consulted with Ohio's State Historic Preservation Office (SHPO) regarding the development of this Agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108); and

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

WHEREAS, the Grantee has consulted with the Ohio State Preservation Office (SHPO) regarding the implementation of this Agreement and public notification procedures and invited them to concur in this Agreement; and

WHEREAS, the Grantee and the SHPO acknowledges that American Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, the Grantee acknowledges that implementing this Agreement may result in undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, including sites that may contain human remains and/or associated cultural items, the Grantee will consult with Tribes, Tribal Historic Preservation Officers (THPO), other agencies, state recognized tribes, organizations, and individuals to participate as consulting parties per HUD requirements and the NHPA; and

WHEREAS, the Grantee and the SHPO agree that by following the procedures outlined in this Agreement, the Grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of undertakings on historic properties covered under this Agreement subject to 24 CFR Part 58 and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment.

NOW, THEREFORE, the Grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

The Grantee will ensure that the following measures are carried out:

I. Personnel

- A. The Grantee shall designate a staff point person (Contact) to facilitate review activities pursuant to the terms of this Agreement, and for information exchange among the grantee, the SHPO, the State and the public regarding review activities by the terms of this Agreement.
- B. The Grantee shall notify the SHPO and the State in writing of any staff changes to the Contact within thirty (30) days. If at any time through the duration of this Agreement, the Grantee does not have staff in place to facilitate reviews pursuant to the terms of this Agreement, the Grantee and the SHPO shall consult to develop alternative administrative procedures in implementing this Agreement per Stipulation X — Amendment & Duration and Stipulation XI — Termination until new staff is in place.

II. Technical Assistance & Training

The SHPO's Resource Protection and Reviews (RPR) Department Staff will provide technical assistance, consultation, and training of Grantee staff as requested by the Grantee in order to assist the Grantee in carrying out the terms of this Agreement. SHPO may also require that appropriate members of the Grantee's staff attend training specifically in the use and implementation of this Agreement, or the overall regulatory process described in 36 CFR Part 800.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

III. Definitions & Abbreviations

The definitions provided in the NHPA and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement, including but not limited to “historic property,” “effect” and “undertaking.” These definitions along with common abbreviations and acronyms are outlined in Appendix A for reference.

IV. Identification of Historic Properties & Project Review

In accordance with 36 CFR 800.4, the Grantee in consultation with the SHPO will make a “reasonable and good faith effort” to identify historic properties, per the following stipulations:

- A. For those undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, the Grantee will consult with the appropriate Tribes, interested consulting parties and Tribal Historic Preservation Officers (THPO) before starting the undertaking per HUD requirements and the NHPA.
- B. If the Grantee determines that an undertaking **only involves buildings that are less than forty-five (45) years old** or if the undertaking includes only exempt activities as defined by **Appendix B**, then the undertaking shall be deemed exempt from further SHPO review.
 1. Such undertakings listed in Stipulation IV. B and Appendix B will require no SHPO review under the terms of this Agreement because these activities will generally have no effect on historic properties.
 2. The Grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings each calendar year in an annual report to SHPO, as required in Stipulation IX – Monitoring.
- C. In the event the undertaking involves **ground disturbance** as defined by Appendix A as part of a rehabilitation, new construction, site improvement, in-kind replacement or other undertaking, the Grantee will **consult with the SHPO early** before starting the undertaking to determine whether the undertaking has the potential to affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Appendix B.
 1. **Demolition** of existing buildings forty-five (45) years or older is **not** an exempt activity under this Agreement, and the Grantee must submit this activity to the SHPO for review.
 2. **New construction** is not an exempt activity under this Agreement, and the Grantee must submit new construction to the SHPO for review.
- D. If the Grantee determines that an undertaking will involve any activities that are not exempt under Stipulations IV. B, Appendix B, involves a National Historic Landmark (NHL) or has other State or federal assistance not covered under this Agreement, the Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking.
 1. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.
 2. Examples of other funding sources subject to SHPO review include but are not limited to the Federal Historic Rehabilitation Tax Credits, Ohio Historic Preservation Tax Credits (OHPTC) and/or Certified Local Government (CLG) grants.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

3. If an undertaking involves a NHL as defined by 36 CFR 800.16(p), the Grantee must “to the maximum extent possible, undertake such planning and action as may be necessary to minimize harm” to the NHL per Section 110(f) of the NHPA which establishes a higher standard of care and protection when a project has the potential to directly and adversely affect a NHL. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.
- E. The SHPO will respond, in accordance with 36 CFR Part 800, to the Grantee within thirty (30) days after receiving the project documentation by stating that:
 1. The SHPO concurs with the Grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the Grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the Grantee's decision about eligibility or effect.
- F. If the SHPO determines and the Grantee agrees that the undertaking will have no effect or no adverse effect on historic properties that are eligible for or listed in the National Register, the Grantee will retain the SHPO's letter in its project file and the Section 106 review process, in accordance with 36 CFR Part 800, will be complete.
- G. If the SHPO determines and the Grantee agrees that the undertaking will have an adverse effect on historic properties, the Grantee will follow the standard mitigation process with SHPO and interested consulting parties to create and implement a Memorandum of Agreement (MOA), described in 36 CFR Part 800, to complete the Section 106 process.
- H. After SHPO review, if an undertaking changes, the Grantee will consult in a timely manner with the SHPO to determine if further SHPO review is required.
- I. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the Grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63.
- J. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The Grantee or SHPO may elect to invite the ACHP to participate or provide its opinion if they determine it to be appropriate.

V. Post Review Discovery

- A. If historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the Grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the Grantee will contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. If human remains are discovered during the development or construction of any project subject to this Agreement, **STOP WORK** in the area of the discovery. The Grantee will contact the County Sheriff and/or County Coroner immediately upon discovery and contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours or sooner. The Grantee will also consult with the State, the SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. **If the human remains are determined to be of Native American Indian origin, the Grantee will develop a treatment plan in consultation with appropriate federally recognized Native American Indian Tribes, HUD, the State and the SHPO. The Grantee**

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

shall call upon representatives of the State and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives on a government-to-government basis.

VI. Public Involvement & Participation

- A. The Grantee is responsible for conducting public notifications and consultation in line with local and HUD requirements. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the Grantee will seek public input and notify the public of proposed actions.
 - 1. The Grantee will, at a minimum, hold two (2) public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published ten (10) days in advance in a newspaper of general circulation.
 - 2. The Grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published ten (10) days in advance in a newspaper of general circulation.
- B. The Grantee will make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects per the required public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI).
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the Grantee is responsible for contacting the appropriate local review boards, consulting parties and if applicable, Certified Local Governments (CLG) commissions, and present the information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VII. Dispute Resolution

Should any party to this Agreement object at any time to any action proposed or the way the terms of this Agreement are implemented, the Grantee shall consult with such party to resolve the objection. If the Grantee determines that such an objection cannot be resolved, the Grantee will:

- A. Forward all documentation relevant to the dispute, including the Grantee's proposed resolution, to the ACHP.
- B. The ACHP shall provide the Grantee with its advice on the resolution of the objection within forty-five (45) days after receiving adequate documentation.
 - 1. Prior to reaching a final decision on the dispute, the Grantee shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide all parties with a copy of this written response. The Grantee will then proceed according to its final decision.
 - 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- C. If the ACHP does not provide its advice regarding the dispute within forty-five (45) days, the Grantee may make a final decision on the dispute and proceed accordingly.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

1. Prior to reaching such a final decision, the Grantee shall prepare a written response that takes considers any timely comments and shall provide the ACHP, signatories and concurring parties with a copy of such written response.
 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- D. Resolution of Objections by the Public: Should an objection pertaining to historic preservation or implementation of the items of this Agreement be raised by a member of the public in a timely and substantive manner, the Grantee shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

VIII. Emergencies

If the Grantee determines that a project must be completed on an expedited basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the Grantee may set aside the timeline established in Stipulation IV. E to facilitate expedited review by the SHPO.

- A. The Grantee shall notify the SHPO via email to Section106@ohiohistory.org and submit a request for an expedited review time of five (5) business days, including project documentation outlined below:
 1. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
 2. The address of the property and funding assistance
 3. Recent color photographs of the property
 4. A signed copy of any local order compelling immediate action
 5. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
 6. Any other information that warrants consideration
- B. The SHPO shall promptly notify the Grantee within the expedited five (5) business day timeframe of its concurrence with the Grantee's effect determination or may request additional information to complete the review per Stipulations IV. E-G.
- C. SHPO may recommend to the Grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement (MOA) is necessary but may agree to Grantee's recommendation to defer completion of such an Agreement until the necessary emergency actions have been taken.

IX. Monitoring

By February 1 of each year that this Agreement is in force, the Grantee will submit an annual report to the SHPO containing a list of undertakings reviewed under this Agreement.

- A. **Annual Report:** The annual report for each exempted project will include the following information:
 1. The project location (address, etc.)
 2. The age of the building or its date of construction
 3. A detailed but concise project description of each work activity undertaken
 4. Stipulation used to exempt the activity from review
 5. If SHPO reviewed project, the date of the SHPO letter and effect finding
 6. Name and title of Grantee staff who exempted project from review

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

7. Any problems encountered, and any disputes or objections received in the Grantee's efforts to carry out the terms of this Agreement, and how they were resolved
- B. **Samples:** The Grantee will include in their annual report submission **three (3) random samples** of individual projects on buildings forty-five (45) years or older were exempted by the Grantee, with copies of the information that was used to support the exempt determination.
- C. **Notification Letter:** **If the Grantee did not exempt any undertakings from review under the terms of this Agreement during the calendar year, the Grantee still must inform the SHPO of the lack of exemptions by letter notification.**
- D. **Records Retention:** For all individual files generated in conjunction with this Agreement, the Grantee shall maintain these records per HUD's record retention policies and duration requirements.

X. Amendment & Duration

This Agreement will continue in full force until **December 31, 2029**, and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of any signatory party, this Agreement may be reviewed for modifications at any time. This Agreement may be amended when such an amendment is agreed to in writing by all signatories.

Within six (6) months prior to the expiration of this Agreement, the Grantee and the SHPO who are signatory parties to this Agreement at that time shall consult to consider terms for a new Agreement, extension, and/or amendment of the terms of the Agreement or allow the Agreement to expire. **The amendment will be effective on the last date of all the signatories and the Grantee shall then file with the ACHP.**

XI. Termination

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation X above. If within thirty (30) days (or another time agreed by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

In the event of termination, the Grantee shall comply with 36 CFR Part 800 for individual undertakings formerly covered under this Agreement. All applicable requirements of the Section 106 process shall continue to apply, and the Grantee will submit individual undertakings for review to the SHPO.

XII. Execution:

Execution of this Agreement by the Grantee and the SHPO and implementation of its terms evidence that the Grantee has considered the effects of its undertakings on historic properties, afforded the ACHP an opportunity to comment, and has satisfied its Section 106 responsibilities for exempted undertakings subject to 24 CFR Part 58 covered under this Agreement.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

**Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

GRANTEE SIGNATORIES:

City of Medina

Signature

Date

**Dennis Hanwell, Mayor
City of Medina**

Contact Information:

**132 North Elmwood Avenue
Medina OH 44256
dhanwell@medinoh.org
330-722-9020**

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

**Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

SIGNATORIES:

Ohio's State Historic Preservation Office

Signature

Date

Kristen Koehlinger

Department Head and Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:

800 East 17th Avenue, Columbus, OH 43211

kkoehlinger@ohiohistory.org

614-298-2000

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

and

**Ohio's State Historic Preservation Office for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

CONCURRING PARTY:

Medina County Historical Society

Signature

Date

Brian Feron
Board President
Medina County Historical Society

Contact Information:

206 North Elmwood Avenue
Medina, OH 44256
bferon@zoominternet.net
330-722-1314

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

Administration of Programs Using HUD Allocated Funds with Delegated Review

Responsibilities Authorized Under 24 CFR Part 58

CONCURRING PARTY:

Name of Concurring Party Organization
(100 Character Limit)

Signature

Date

[Name and title of head of local historical society or historic preservation organization]
(200 Character Limit)

Contact Information:

Enter Contact Information for Concurring Party
(200 Character Limit)

Appendix A. Key Definitions & Abbreviations in the Section 106 Process

ACHP means the Advisory Council on Historic Preservation, an independent Federal Agency, that advises the President and Congress on historic preservation policy.

Adverse Effect or **AE** (defined by 36 CFR § 800.5(a)(1)) means when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

Area of Potential Effects or **APE** (defined by 36 CFR § 800.16(d)) means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.

Consultation (defined by 36 CFR § 800.16(f)) means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

Effect (defined by 36 CFR § 800.16(i)) means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

Ground disturbance is defined for the purposes of this Agreement as any activity that compacts, alters or disturbs the ground within the project's Area of Potential Effects. This can include activities such as hand digging, mechanical trenching, directional boring (i.e., pits), etc.

Historic property (defined by 54 U.S.C. § 306108 and 36 CFR § 800.16(l)) means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.

"In-kind" replacement is defined for the purposes of this Agreement as using the same material as the existing with the result having the appearance matching all physical and visual aspects, including design, form, color, finish, and workmanship. In-kind mortar, for example, must also match the strength, color, texture, and joint tooling of existing historic mortar.

Memorandum of Agreement or **MOA** (defined by 36 CFR § 800.16(o)) means the document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

Undertaking (defined by 36 CFR § 800.16(y)) means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

Abbreviations & Acronyms	Translation
106	Section 106 of the National Historic Preservation Act (NHPA) (54U.S.C. 300101 <i>et seq.</i>)
AE	Adverse Effect
APE	Area of potential effects
CFR	<u>Code of Federal Regulations</u> NPS: https://www.nps.gov/subjects/historicpreservation/laws.htm
CLG	<u>Certified Local Government</u>
CRM	<u>Cultural Resource Management</u>
DOE	Determination of Eligibility
FONSI	Finding of No Significant Impact
HTC	<u>Federal Historic Rehabilitation Tax Credits</u>
Keeper	Keeper of the National Register of Historic Places (NRHP or NR)
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NOI/RROF	Notice of Intent to Request Release of Funds <u>24 CFR 58.45</u>
NAGPRA	<u>Native American Graves Protection and Repatriation Act</u>
NAE	No Adverse Effect
NHL	<u>National Historic Landmark</u>
NHPA	<u>National Historic Preservation Act</u>
NPS	<u>National Park Service</u>
NRHP or NR	<u>National Register of Historic Places</u>
ODOD	<u>Ohio Department of Development</u>
OHPTC	<u>Ohio Historic Preservation Tax Credits</u>
PA	<u>Programmatic Agreement</u>
RPR	<u>Resource Protection and Reviews Department of the SHPO</u>
SHPO	<u>State Historic Preservation Office</u>
SOI	<u>Secretary of the Interior</u>
THPO	<u>Tribal Historic Preservation Officer</u>
The Standards	The Secretary of the Interior's Standards: <ul style="list-style-type: none"> • <u>for the Treatment of Historic Properties</u> • <u>for Archaeology</u> • <u>for Rehabilitation</u>
U.S.C.	United States Code

Appendix B: Activities Exempt from SHPO Review

The activities listed below are exempt under the terms of this Agreement since these activities have the limited potential to affect historic properties; therefore, they do not require further review from the SHPO under this Agreement.

Definitions provided in the National Historic Preservation Act (NHPA) and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement. Appendix A defines “in-kind replacement” and “ground disturbance” for the purposes of this Agreement.

1. Non-Construction Work and Development, General Exclusions

- a) Public service program that does not physically impact or alter buildings or sites.
- b) Architectural and engineering design fees and other non-construction fees and costs.
- c) Rental or purchase of equipment that does not physically impact or alter buildings or sites. If installation requires a physical change, the Grantee must consult with the SHPO to confirm if the installation is considered an exempt activity. (Example: The replacement of old park equipment and installation of new equipment that requires new attachments and ground disturbance would not be considered exempt under this stipulation. The Grantee would need to send this project to the SHPO for review.)
- d) Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e) Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f) Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g) Acquisition of land with demolition or rehabilitation of buildings that are less than forty-five (45) years old (including land banking). See Stipulation 2 below for further details.
- h) Loans used to fund rehabilitations of buildings less than forty-five (45) years old.

2. Mobile and/or Manufactured Homes: Rehabilitations are exempt on mobile and/or manufactured homes that are not listed or they have not been previously determined eligible for listing in the National Register.

3. Buildings less than forty-five (45) years old that are not listed or they have not been previously determined eligible for listing in the National Register:

- a) The rehabilitation of buildings that are less than forty-five (45) years old.
- b) The demolition of buildings less than forty-five (45) years old.

4. Existing Streets, Roads, Driveways, Parking Lots, Sidewalks, Walkways & Curbs: For work consisting of repair, line painting, paving, resurfacing, in-kind replacement and maintenance **without change in width or footprint, surface material, drainage or vertical alignment (height or slope) to existing** streets, roads, alleys, parking lots, ramps, driveways, curbs, sidewalks and walkways. Resurfacing work includes milling the top layers of asphalt and reapplying it. Digging into the base layers is exempt, but not below. (Example:

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

If the base layer of gravel is 12" thick, digging can occur to that extent. Any depth beyond requires SHPO review). **Changes in material, depth and width/footprint are subject to SHPO review.**

- 5. New Curb Cuts and ADA Accessibility Improvements:** New curb cuts and simple accessibility improvements located at street or roadway crossings to meet American Disabilities Act (ADA) requirements. For simple curb cuts to be an exempt activity, they must occur within the thickness of the curb to the distance as needed, but the overall grade change occurs within the thickness of the curb.

Modifications that require further changes to sidewalks, site regrading, or vertical alignment (height or slope) changes to existing elements are subject to SHPO review. Any improvements that require multiple levels changes, the creation of new curbs or retaining walls are subject to SHPO review.

- 6. Existing fire hydrants, manholes and catch basins:** Repair or in-kind replacement of existing fire hydrants, manhole covers and catch basins; including the reconstruction of existing catch basins.
- 7. Existing Landscape Features:** Maintenance and repair of **existing** landscape features, including planting, fences, existing retaining walls, unbolted street furniture (signage, trash cans, recycling cans, dumpsters, moveable benches, etc.)
 - a) Typical tree care maintenance and trimming is an exempt activity. Tree removal that includes stump removal is not exempt and is subject to SHPO review. This also includes access and staging if the tree(s) are outside of existing public right-of-way such as a street, alley, sidewalk, etc.
 - b) In those situations where unanticipated and sudden events, such as fire or storm damage where there is an immediate health and safety hazard, take the necessary steps for tree removal to make the property safe and secure then per Stipulation VIII — Emergencies contact the SHPO and provide a brief description of the nature of the emergency and corrective measures taken.

- 8. Exterior Site Lighting, Emergency Sirens & Security Cameras:** Repair, in-kind replacement and installation of exterior site lighting, emergency sirens & security cameras on existing poles outside of individual properties, parking lots, sidewalks, and freestanding yard lights; or attached to a building less than forty-five (45) years old.

Work that requires new installation on buildings forty-five (45) years or older, or new poles or locations requiring ground disturbance must be sent to the SHPO for review. This exemption is not meant to include new city street lighting or pedestrian-scale streetlamps that will serve multiple properties.

- 9. Residential Water, Drainage, Storm Sewer, Sanitary Sewer & Gas Lines:** Within previously excavated trenches, the repair, relining/sleeving lines (i.e., Cured In-place Pipe [CIPP]), maintenance, or in-kind replacement of existing residential service connections and lines between individual properties and existing public systems for residential gas, water, sanitary sewer, storm sewer and existing drainage systems, French drains or culverts.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

This exemption does not apply to the installation of public main lines, but only to connections between individual properties and existing public systems. On the public systems side, repair and replacements are still subject to SHPO review.

This exemption does not extend to the installation of new wells and new drainage systems, changes to lateral connections, or existing septic system replacements.

10. Residential ADA Accessibility Ramp & Handrails: Exempt work activities include:

- a) Rebuilding or in-kind replacement of existing wheelchair ramps in its current location.
- b) Installation of new ramps or simple handrails on secondary building elevations where the building is not located on a corner lot or on the building's street facing elevations. If the building is on a corner lot or work will occur on the building's street facing elevations, this work is **not** exempt and is subject to SHPO review.

11. Building Foundation & Basement Repairs: Exempt work activities include:

- a) Foundation Repair: Repointing of foundation masonry is exempt only in limited areas on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is **not** exempt on the elevations that face the streets. In-kind mortar must also match the strength, color, texture, and joint tooling of existing historic mortar that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at <https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf>.
- b) Repair of existing basement floors or the installation of new basement floors.
- c) In-kind replacement or installation of a simple, functional handrail to the basement stairs.
- d) Installation of replacement basement windows on secondary elevations, with vented or screened window units only.

12. Building Envelope: Repair (not replacement) to match existing features in composition, design, color, texture, size, and other visual and physical qualities of the existing exterior: wood siding, trim, porches or stoops, decks, stairs, railings or balustrades, shutters, cornice, fascia or soffit, doors, and windows.

Limited in-kind replacement as defined in Appendix A of components of a feature listed above may be considered as repair. New features, complete replacement, or modification of features are not exempt, such as window and door replacement, except for windows referenced in Appendix B.11.d, masonry repointing beyond the limited foundation work outlined in Appendix B.11.a. and chimney work outlined in Appendix B.15.b., and masonry and brick replacement are all subject to SHPO review.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

13. Exterior Painting: Exterior scraping with non-destructive means and painting of wood siding, features, and trim. Exterior repainting of masonry is exempt only if existing surfaces are already painted.

This does not apply to the use of lead encapsulant paint. No abrasive cleaning or power washing is permitted.

14. Weatherstripping, Storm Windows & Storm Doors: Caulking, reglazing, and weatherstripping is exempt.

- a) Installation of screens and storm windows are exempt if they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely to protect the primary window from condensation.
- b) Installation of storm doors are exempt if they are undecorated and have a painted finish to match existing trim or the existing door.

15. Roofing, Chimneys, Gutters, Downspout & Drainage: Repair or in-kind replacement of asphalt, fiberglass, flat roofing, and flashing coverings **with the same materials** as long as the shape of the roof is not changed.

- a) Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This stipulation does not apply to the replacement of box gutters.
- b) In-kind repair of chimneys, chimney liners and flues with limited in-kind repointing with compatible mortar that matches the color, strength, content, rake, and joint width that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at <https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf>. This stipulation does not apply to the chimney removal or brick replacement which is subject to SHPO review.
- c) Replacement of asbestos shingle roofing with asphalt materials is allowable if the general shingle size/shape and the shape of the roof are not changed.

16. Interior Attic: Exempt attic work activities include:

- a) Installation of attic insulation as long as spray foam insulation is not used.
- b) New ceiling openings for attic access or pull-down stairs that do not alter the physical structure of the building.
- c) Removal of, sealing up and filling in obsolete space from pull-down stairs
- d) In-kind replacement or installation of a simple, functional handrail from the uppermost floor to the secondary attic space.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

17. Interior Work & Finishes: Exempt work activities include:

- a) **Repair (not replacement)** to match the following **existing interior** features: walls, trim, floors, ceilings, doors, decorative plaster, or woodwork. The work must be limited to repainting, in-kind patching, refinishing, or repapering.
- b) Installing insulation between floor joists or in floors between a heated and unheated story, or inside walls from the interior with a vapor barrier on the heated side. This work is an exempt activity as long as structural elements or historic decorative features are not altered, removed or destroyed from the installation process, including from moisture.

18. Kitchen and Bathroom Work: Exempt work activities include:

- a) Remodeling of the kitchen or bathroom is exempt if no walls, windows or doors are removed or relocated so as to alter the existing floor plan. Damaged subfloor replacement is exempt in bathroom and kitchen areas.
- b) Venting is exempt only through using existing vent locations and size, the roof or a non-street facing secondary wall. New locations on street-facing elevations are subject to SHPO review.

19. Mechanical, Electrical and Plumbing: Installation, repair, maintenance, or in-kind replacement of the following (as long as no alterations are made to structural or decorative features): heating (including furnace cleaning), boiler, water heater, electrical, plumbing and HVAC systems. Installation of new rooftop units is not exempt and are subject to SHPO review.

- a) Installation of fire, smoke or carbon monoxide detectors and alarms are exempt as long as no alterations are made to structural or decorative features.
- b) Installation of simple, functional light fixtures to replace missing or broken interior and exterior light fixtures, or new light fixtures attached to a building less than forty-five (45) years old.
- c) Replacement of utility meters on buildings in the same location as existing.

20. Hazardous Materials Abatement Activities: Exempt work activities include:

- a) Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
- b) Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- c) Radon mitigation activities that are contained to the basement and do not involve removal or alteration of structural or decorative features. Any piping should be located to secondary locations.

21. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this Agreement.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

- 22.** Activities defined in 24 CFR Section 58.35(b) of the “Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended” are exempt from review under this Agreement.

Appendix C. Documentation for a SHPO Review

Before starting the undertaking, the Grantee will submit the SHPO's Section 106 Project Summary Form or the following documentation outlined below to the Section106@ohiohistory.org email:

- A. Project location, including a map
- B. Type of funding assistance (i.e. CDBG, HOME, etc.)
- C. Project description, including work write-ups, plans, or specifications, as appropriate
- D. Current color photographs of all elevations of the building or site
- E. Date any buildings in the project area were built
- F. Statement of whether any properties in the potential area of effects are listed in or eligible for listing in the National Register
- G. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties
- H. This submission may include additional information explaining the Grantee's decisions regarding National Register eligibility and effect, including the following *optional* information:
 - 1. A brief history of the property, if known
 - 2. Condition assessments for various historic elements
 - 3. An explanation of the goals of the undertaking
 - 4. Alternative treatments considered and cost estimates for each
 - 5. Life cycle maintenance costs related to each alternative
 - 6. Proposed measures to mitigate or minimize adverse effects
 - 7. Available marketing studies
 - 8. Any other information that warrants consideration

For Emergency Review, the Grantee will submit to SHPO the following documentation outlined below to the Section106@ohiohistory.org email:

- A. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
- B. The address of the property and funding assistance
- C. Recent color photographs of the property
- D. A signed copy of any local order compelling immediate action
- E. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
- F. Any other information that warrants consideration

REQUEST FOR COUNCIL ACTION

No. RCA 25-022-1/27

FROM: Medina Municipal Court

Committee: Finance

DATE: January 7, 2025

SUBJECT: Pay Code Updates

SUMMARY AND BACKGROUND: The Medina Municipal Court respectfully requests that City Council approve the following Salary/Benefits paycode updates. 31.02 + 31.05

Grant Positions: CCA2 Grant

**Probation Officer/Group Facilitator – full-time pay code reflect G7 A-F.
Intensive Supervision Probation Officer part-time pay code reflect G7 A-F.**

Updating the grant positions to a paycode will further avoid future retro pay for the staff. CCA2 grant dates are July through June.

Municipal Court

Judicial Aid part-time should reflect in Salary/Benefits pay code A2 A-F.

Requesting any pay rate changes reflect to January 1, 2025

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

2	Laborers*	Pay Grade 51A
1	Clerical Help	Pay Grade 5A
1	Custodian	See Teamster's Contract Part-Time A

*Seasonal and part-time positions in the Service department shall be allocated to departments on a needs basis as determined by the Director of Public Service. (Ord. 2-04, 242-04, 76-08, 134-11, 32-14, 38-17)

(3) Removed per Ord. 158-23, passed October 10, 2023.

(4) FIRE DEPARTMENT

		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
1	Custodian	Pay Grade 54A
3	Laborer	Pay Grade 51A

(5) MUNICIPAL COURT

		<u>Hourly Rate</u>
	Court Security Officer**	Pay Grade 6A
	Building Custodian	Pay Grade 55A
	Judicial Aid	2A
1	Part-Time Probation Officer	7 A-F
1	Probation Secretary*	5 A-F

* The position of Probation Secretary may be filled by more than one person, not to exceed forty-eight (48) hours in one week if filled by two part-time positions, and shall be paid from the Probation Services Fund (Ord. 127-24)

**The position of Court Security Officer may be filled by more than one person.

(Ord. 100-03, 128-04, 164-05, 273-05, 130-06, 153-06, 114-07, 129-0, 104-09, 111-10, 134-11, 20-12, 151-23, 82-24)

(6) MUNICIPAL COURT GRANT POSITIONS

		<u>Hourly Rate</u>	
1	Intensive Supervision Probation Officer* Part Time	\$25.94/hr. – July 1, 2023 \$26.85/hr. – January 1, 2024 \$27.59/hr. – January 1, 2025	Effective for 2025, 7 A-F
1	Probation Officer/Group Facilitator**	\$28.60/hr. – July 2023 \$29.60/hr. – January 2024 \$30.64/hr. – January 2025	Effective for 2025, 7 A-F

*Positions effective July 1, 2023 to June 30, 2025. (Ord. 82-24)

**Position of Probation Officer/Group Facilitator shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Probation Officer/Group Facilitator can be full or part-time as dictated by grant.

(Ord. 69-12, Ord. 150-12, 128-13, 128-14, 90-15, 8-16, 89-16, 126-17, 157-18, 110-19, 24-

RCA 25-023-1/27

Finance Only

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

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

Date: 1/22/2025

Department: Public Buildings

Amount: \$26,000.00

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

Account Number: TBD: 389-0301-54412
or
301-0707-53322

Vendor: LHI Litchfield Heating and Cooling

Department Head/Authorized Signature: *Dr. Harnell*

Item/Description:
Respectfully request new appropriation to replace two (2) HVAC units
in City server and safety forces radio system room.
One unit is now inoperable and the other is leaking freon. Both units are at end of life.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

LHI Litchfield Heating, Inc.
 4773 Avon Lake Rd
 Litchfield, OH 44253 US
 330-483-0000
 davidborling@litchfieldheating.com



ADDRESS
 City of Medina
 Attn: Accounts Payable
 132 N Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

Estimate 20230298

DATE 01/13/2025

EXPIRATION DATE 02/28/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Description	DESCRIPTION OF SERVICE REQUEST: Replace Ductless HVAC System LOCATION: Server Room EQUIPMENT: Mitsubishi WORK DESCRIPTION: HVAC Technicians to remove old system and replace with new. Complete all connections, test and start units.	1	0.00	0.00T
	Parts	Parts: Mitsubishi 36,000 BTU Heat Pump Complete system including Line set, wall evap, wireless T-stat.	2	9,305.00	18,610.00T
	HVAC Technician Rate	HVAC Service Technician Installation Rate per unit.	2	3,680.00	7,360.00T

OH LIC#10203 DOUGLAS BORLING
 Thank you for your business!

SUBTOTAL 25,970.00
 TAX 0.00

TOTAL \$25,970.00

Accepted By

Accepted Date

REQUEST FOR COUNCIL ACTION

No. RCA 25-024-1/27

FROM: Grants / Parks & Recreation

Committee: City Council Finance

DATE: January 16, 2025

SUBJECT: Grant application to fund purchase of five required AEDs and related expenses.

SUMMARY AND BACKGROUND:

The City Council is requested to approve the grant application to the Cleveland Clinic for a Strategic Priorities Fund Request in the amount of \$11,100.00. The grant will fund the purchase and installation of five (5) Automate External Defibrillators (AEDS) to comply with the new law requiring AEDs be installed at all recreation areas where organized sports teams meet. These parks include Fred Greenwood Park, Ray Mellert Park, Huffman-Cunningham Park, Reagan Park, and Sam Masi Park.

In addition, three (3) All-Weather Enclosures used to house the AEDs will be needed for Fred Greenwood Park, Ray Mellert Park and Reagan Parks to protect the AEDs from the weather. The other two parks have enclosed buildings in which the AEDS will be kept. Additionally, (5) AED Prep Kits, plus electrical wiring for the three enclosure will be needed.

The grants funds will be received at the conclusion of the project and will reimburse the expended City Parks & Recreation funds.

Estimated Cost:

Suggested Funding: AEDs, Cabinets, and Prep Kits from 104-0309-53315 - \$9,000

Electric installation from 104-0309-53322 - \$2,100

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

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

RCA 25-025-1/27
Finance Only

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/16/2025

Department: IT


Amount: \$18,995.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 388-0714-53315

Vendor: MNJ Technologies Direct, Inc

Department head/Authorized signature: 

Item/Description:

5 Replacment Rugged Tablets and Keyboards/Docking Stations for 5 police Cars

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

Revised:

3/11/2015



MNJ
TECHNOLOGIES

MNJ Technologies Direct, Inc.
1025 Busch Parkway
Buffalo Grove, IL 60089
(800) 870-4340
www.mnjtech.com

QUOTE

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
01/16/2025	S001668495		JUSTIN FIELDS	1/16/25 7:11 AM	18,955.00

BILL TO (9500719):

CITY OF MEDINA
P.O. BOX 703

Medina, OH 44258,USA

SHIP TO (000029554):

CITY OF MEDINA
132 N ELMWOOD AVE
Medina, OH 44256,USA

ATTN TO:

NAME: JUSTIN FIELDS
PHONE: 3307233931
EMAIL: itsupport@medinaoh.org

CONFIRM TO: Jimmy Lochner

ACCOUNT MANAGER:
EMAIL:
PHONE:

Jimmy Lochner
jlochner@mnjtech.com
(847) 876-8841

Comment:

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
------	---------	-------------	----------	-----------	------------

1	MNJ18816133	A140G2: I5, WEBCAM, WIN11+16GB, 256GB SSD, SR FHD IPS+TS, REAR CAM, WIFI+BT MFG PART NO: AM2O64QA5DXX	5	2,840.00	14,200.00
---	-------------	---	---	----------	-----------

Comment: Contract: NCPA - 01-148

2	MNJ12929894	Getac Havis Docking Station - for Tablet PC - Docking MFG PART NO: OHHGTC802	5	775.00	3,875.00
---	-------------	--	---	--------	----------

Comment: Contract: NCPA - 01-148

3	MNJ21162021	TG3 USB Red Backlit Keyboard with Center Touchpad - Black MFG PART NO: KBA-BLTX-U-US	5	176.00	880.00
---	-------------	--	---	--------	--------

Comment: Contract: NCPA - 01-148

SHIP VIA: FedEx-Ground

TERMS: Net 30

PLEASE REMIT TO:

MNJ Technologies Direct, Inc.
PO Box: 771861
Chicago, IL 60637-1861

AMOUNT: 18,955.00

SALES TAX:

SHIPPING CHARGES:

TOTAL: 18,955.00
ORDER TOTAL: 18,955.00

Thank you for the opportunity. We appreciate your business.

eK Hanwell
1-17-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-026-1/27
Committee: Finance

FROM: Mayor Dennis Hanwell
DATE: January 17, 2025
SUBJECT: 135 N. Elmwood Lease

SUMMARY AND BACKGROUND:

Respectfully request Council review, discuss, and approve the attached lease between the City of Medina and the Medina Metropolitan Housing Authority that would permit MMHA to renovate and use the Municipal Courthouse for MMHA operations, upon the Municipal Court moving to the 1969 Courthouse on the Square in 2026.

Estimated Cost:

Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

LEASE

This Lease is made on this _____ day of _____, 20__ by and between the **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **MEDINA METROPOLITAN HOUSING AUTHORITY**, a public body, corporate and politic organized and existing under the laws of the State of Ohio, 120 W. Washington Street, Suite 1-L, Medina, Ohio 44256, as "Lessee."

W I T N E S S E T H:

ARTICLE 1. DEMISED PREMISES

1.1. Lessor hereby leases to the Lessee the real property situated in the City of Medina, County of Medina, and State of Ohio commonly known as 135 N. Elmwood, Medina, Ohio 44256 (previous site of the Medina Municipal Court), identified as Medina County PPN 028-19A-21-092, containing approximately 0.956200 acres of land including the use of the parking lot, the aerial depiction of which is set forth on Exhibit A, hereinafter called "demised premises."

1.2. Lessor reserves the right to shared use of the entire parking lot located on PPN 028-19A-21-092. The parking lot shall always be available to the public for public parking purposes.

1.3 Lessor shall have the right to store documents and records in the lower level of the building located on the demised premises provided that such storage of documents and records shall not materially limit Lessee's occupancy of the demised premises. Lessor shall have access to its documents and records at all reasonable times. Lessor shall bear the risk of damage or loss to any of the stored documents or records solely, unless such damage or loss is caused by the negligence of Lessee, its employees, or agents. [WILL WE HAVE A KEY TO ENTER AFTER HOURS?]

1.4 Lessee accepts the demised premises "AS IS," "WHERE IS" and "WITH ALL FAULTS" and agrees that neither Lessor nor any of its agents or employees have made any other representations or warranties, either written or oral, express or implied, with respect to the condition, suitability, state of repair or zoning of the demised premises. Lessee waives, releases and forever discharges Lessor, and Lessor's heirs, personal representatives, successors and assigns, of and from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities, interest, reasonable attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, that Lessee has or in the future may have against any such persons based upon, or arising directly or indirectly out of, the condition, status, quality, or nature of the demised premises as of the date of possession of this Lease. Lessee agrees to assume all repair, maintenance and renewal obligations with respect to the demised premises after the date of possession with the exception of the parking lot, which the Lessor agrees to continue repair and maintain the parking lot on the demised premises. [NOTE ARE WE JUST REPAIRING OR ARE WE PLOWING AND SALTING ALSO?]

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of twenty (20) years to commence on the _____ day of _____, 20____, and end on the ____ day of _____, 20____.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between the Lessor and the Lessee for the use of the demised premises. Consideration for this agreement shall be established by way of payment from Lessee to Lessor of the sum of One Dollar (\$1.00). The parties, however, state that the rights and responsibilities granted under this Lease, including alterations, improvements, and additions made by Lessee to the demised premises, provide legal consideration for the formation of this Lease, the receipt and sufficiency of which is hereby acknowledged.

ARTICLE 4. UTILITIES

4.1. Lessee covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. In no event shall Lessor be liable for the quality, quantity, failure, or interruption of such service to the demised premises. To the extent reasonably possible, utilities shall be put into Lessee's name.

4.2. Lessor may, with ten (10) days' written notice to Lessee, discontinue gas, water, electricity, and any or all other utilities, whenever such discontinuance is necessary to make repairs or alterations. Unless the parties otherwise agree, in no event shall utilities be discontinued by Lessor for more than three (3) consecutive business days. No such action by Lessor pursuant to this Section 4.2 shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate this Lease, nor shall Lessor be in any way responsible or liable for such action.

ARTICLE 5. QUIET ENJOYMENT

Subject to the terms of this Lease, Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE 6. USE OF PREMISES

6.1. The demised premises shall be occupied and used by Lessee as its main office space for Lessee's staff consistent with the operation of Lessee's mission as a Housing Authority for the County of Medina.

6.2. Lessee shall comply with and cause the demised premises to be in compliance with all laws, ordinances, and regulations, and other governmental rules, orders, and

determinations, including but not limited to, the Americans with Disabilities Act, now in force or subsequently enacted, whether or not presently contemplated (collectively "Legal Requirements") applicable to the demised premises or its use and all contracts (including insurance policies), agreements, covenants, conditions and restrictions applicable to the demised premises or the ownership, occupancy or use of same.

6.3. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean of snow, ice, and debris [NOTE IS THIS JUST AREAS AROUND BUILDING OR PARKING LOT ALSO]; and,
- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

6.4. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part or for the approved purpose as set forth in Article 6.1 above. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

6.5. Except as otherwise specifically provided herein, this Lease is a "net" Lease. Lessee shall pay all charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, setoffs, counterclaims, abatement, suspension or defense of any kind. Subject to the foregoing sentence, it is the intention of the parties that the obligations of Lessee shall be separate and independent covenants and that the monetary obligations and all other charges payable by Lessee shall continue to be payable in all events, and that the obligations of Lessee shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible to Lessor for all costs, expenses, obligations, liabilities, and acts necessary to and for the proper use, operation, maintenance, care and occupancy of the demised premises.

6.6. All persons using the demised premises will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, or source of income.

ARTICLE 7. SIGNS

Lessee may after Lessor's review and written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, at its sole risk and expense and in conformity with applicable laws and ordinances, erect and thereafter, repair or replace, if it shall so elect, signs on the demised premises provided that Lessee shall remove any such signs upon termination of this lease and repair all damage occasioned thereby to the demised premises.

ARTICLE 8. ALTERATION

The Lease is executed with the anticipation of Lessee making improvements to the demised premises as consideration for Lessee's occupancy. Lessee covenants and agrees that all alterations, improvements, and/or additions to the demised premises or any part thereof, shall be made with the written consent of the Lessor. All alterations, improvements, and additions to the demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 9. MECHANIC'S LIEN

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition or repair to the demised premises. Lessor gives notice that it will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the demised premises or any part or interest in the demised premises through or under Lessee, and that no mechanic's or other lien for any such labor or materials shall attach to or affect Lessor's interest in the demised premises.

ARTICLE 10. MAINTENANCE

Except as provided in Article 13 below (relating to damage or destruction or condemnation of the demised premises), Lessee, at its sole expense, shall keep and maintain the building, roof, structure, mechanical systems and all additions, improvements and all other portions of the demised premises (including, but not limited to, non-major components of all heating, air conditioning, plumbing and electrical equipment and apparatus and landscaping) in good repair and condition and shall make all repairs, replacements and renewals, foreseen or

unforeseen, ordinary or extraordinary, interior or exterior, necessary to put or maintain the demised premises in that state of repair and condition as of the commencement date of this Lease, reasonable wear and tear excepted. If Lessee fails to commence to make such repairs within thirty (30) days after written notice from Lessor, or fails to complete such repairs within ninety (90) days after written notice from Lessor (except where there has occurred an event of a force majeure nature whereupon such time periods shall be extended as is reasonable under the circumstances or in case of emergency where imminent waste to the demised premises is either occurring or likely whereupon the above time periods shall be shortened to five (5) and thirty (30) days, respectively), Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs, plus a fee of five percent (5%) to cover Lessor's overhead, provided that Lessor has acted in a commercially reasonable manner in connection with the making of and contracting for such repairs.

ARTICLE 11. INDEMNITY AND INSURANCE

11.1. To the extent permitted by law, Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

11.2. To the extent permitted by law, Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to persons (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement. The provisions of this Article 11.2 shall not include claims arising as a result of the willful actions or negligence of Lessor, its employees or agents.

11.3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than Three Million Dollars (\$3,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to

furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

11.4. Lessee agrees that, at its own cost and expense, it will procure and continue in force insurance covering property damage to the demised premises in an amount no less than the value of the structure. Lessee agrees to make Lessor an additional insured on the insurance policy as stated herein. The parties agree to coordinate their efforts for the periodic review of the value of the demised premises so the amount of the property damage insurance may be properly adjusted.

11.5 If Lessee fails to effect, maintain, or renew any insurance as required in this Lease or to pay the premiums for the same, or to deliver to Lessor any required certificates, then in addition to any other remedy available to Lessor, Lessor may (but shall not be obligated to) procure such insurance. Lessee shall reimburse Lessor for all amounts so paid within five (5) days after Lessor notifies Lessee of the payment.

ARTICLE 12. REAL ESTATE TAXES AND ASSESSMENTS

If applicable, Lessee shall pay all real estate taxes and assessments, if any, with respect to the demised premises during the term of this Lease. When the actual bills for real estate taxes, if any, covering the term of this Lease are rendered by the taxing authority, Lessor shall provide the bill to Lessee, and Lessee shall forthwith pay to Lessor the actual amount of taxes due Lessor during Lessee's possession. Lessor agrees to coordinate with Lessee in any application with the taxing authority for the abatement of real property taxes due to Lessee's status as a public body, corporate and politic.

ARTICLE 13. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessee's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessee shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. Lessor shall be named as an additional insured on the said fire and/or casualty insurance policy. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document establishing the amount of money that Lessee spent on improvements to and maintenance of the premises prorated to present dollar value.

ARTICLE 14. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim of subrogation by an insurer against the other party for loss or damage to their respective real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party; however the parties agree that a waiver of subrogation shall not apply in any case in which the application would result in the invalidation of an applicable policy of insurance.

ARTICLE 15. PROPERTY IN DEMISED PREMISES

15.1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

15.2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 16. HAZARDOUS MATERIALS

Lessee shall conduct its business and shall cause all persons occupying all or any portion of the premises and all of their respective agents, employees, contractors, and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of Lessor. "Hazardous Material" means any hazardous, explosive, radioactive, or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," hazardous substance," "hazardous material," "pollutant," or "contaminant" under any law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.

ARTICLE 17. ACCESS TO DEMISED PREMISES

In addition to continuous access to the demised premises to access its storage documents and records, Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor, which consent may be withheld in its sole discretion.

ARTICLE 19. DEFAULT

19.1. **Default.** Lessor or Lessee shall be in default of this Lease if either fails to perform any duty or obligation imposed by this Lease. Lessee shall be in default if the Lessee fails to perform or observe any other covenant or condition to be performed or complied with by the Lessee pursuant to this Lease and that failure continues for thirty (30) days after written notice from the Lessor to the Lessee.

19.2. **Remedies.** In the event of Lessee's default, Lessor shall have the right to terminate this Lease and regain possession of the demised premises through formal legal proceedings in an action for Forcible Entry and Detainer.

In the event of Lessor's default, in addition to any other right or remedy at law or equity, Lessee shall have the right of injunctive relief or the ability to terminate this Lease, in Lessee's sole discretion.

19.3. **Right to Cure.** Without limiting any other remedy available to Lessor or Lessee by reason of the other party's default, in the event of a default in the performance of any of the obligations set forth in this Lease, the non-defaulting party, at its option (but without any obligation so to do), may do all things as it deems necessary and appropriate to cure the default, perform any obligation of the defaulting party, and expend such sums as may be required.

ARTICLE 20. HOLDING OVER

A holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month. The holding over may be terminated by Lessor at the end of any month by giving thirty (30) days' written notice to the Lessee.

ARTICLE 21. SURRENDER OF DEMISED PREMISES

21.1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

21.2. Lessee shall, at Lessee's expense, remove all property of Lessee as required by Lessor, including exterior signage, and Lessee shall not remove any alterations, additions, and improvements unless approved or required by Lessor, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 22. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties as well as their successors and permitted assigns. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

ARTICLE 24. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor within sixty (60) days of Lessor's written demand.

ARTICLE 25. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

ARTICLE 26. MEMORANDUM OF LEASE

The parties hereto agree to execute a Memorandum of Lease, in recordable form and record the same with the Medina County Recorder's Office. The Lessor shall provide the Lessee with a proper legal description for demised premises as approved by Medina County Tax Maps. The cost of recording the Memorandum of Lease shall be split equally between the parties. Within fifteen (15) days following the expiration of the term of this Lease, or earlier termination Lessee shall cooperate with Lessor to cause a release or termination of the Memorandum of Lease to be recorded, the cost of which shall be split equally between the parties.

ARTICLE 27. CONSTRUCTION OF AGREEMENT

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by one of the parties, it being mutually acknowledged and agreed that the parties and/or their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE 28. RIGHTS CUMULATIVE

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or its successor), whether pursuant to this Agreement, or to any other agreement, or to law, shall not preclude or waive its rights to exercise any or all other rights and remedies.

ARTICLE 29. NON-WAIVER

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party through a duly authorized individual.

Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: _____
DENNIS HANWELL
Its: Mayor

**Medina Metropolitan Housing Authority
a public body, corporate and politic
organized and existing under the laws of
the State of Ohio**

By: _____
James A. Sipos, Executive Director

STATE OF OHIO)
MEDINA COUNTY) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by **DENNIS HANWELL, Mayor of the CITY OF MEDINA**, an Ohio municipal corporation.

NOTARY PUBLIC

STATE OF OHIO)
MEDINA COUNTY) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by **JAMES A. SIPOS, Executive Director of the MEDINA METROPOLITAN HOUSING AUTHORITY** a public body, corporate and politic organized and existing under the laws of the State of Ohio.

NOTARY PUBLIC

Exhibit A

Aerial Depiction of the Demised Premises

REQUEST FOR COUNCIL ACTION

No. RCA 25-027-1/27
Committee: Finance + Council

FROM: Greg Huber / Keith Dirham
DATE: January 21, 2024
SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Superior Petroleum Equipment for repairs to the JetA fuel pump at the airport. (see attached invoice).

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

ORC 5705.41 (D) (1):

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

Estimated Cost: ~~\$3,381.26~~ \$10,000

Suggested Funding:

- sufficient funds in Account No. 547-0650-53322
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res. Ord. 29-25
Date: 1-27-25



SUPERIOR PETROLEUM EQUIPMENT (SPE)
 6314 SEEDS RD
 GROVE CITY, OH 43123
 (614) 5391200
 stephsuperior@aol.com

{ Invoice }

Medina Municipal Airport
 132 N. Elmwood Ave
 Medina, OH 44256

Medina Municipal Airport
 2050 Medina Rd.
 Medina, OH 44256
 T4.25/249RT-530.83\$

INVOICE #	DATE	AMOUNT	DATE PAID	TERMS
26935	01/13/2025	\$3,381.26	02/12/2025	Net 30

SCR 2412091315	REP/TECH GB/DJ	CUSTOMER PO# Ty Waldron (440) 554-9243
--------------------------	--------------------------	--

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
-------------	-----	------------	--------

REQUESTED SERVICE:
 The FuelMaster will authorize transactions but the JetA pump will not turn on. The pump works fine in bypass.
 - call FuelMaster tech support for assistance: case number 24-422536
 - check the ribbon cable from the MPC to the relay board. Hose #1 connection is on the right side, hose #2 is on the left (not used)
 - perform a counts test
 - run test transactions, both with credit card, and with a local auth 2-digit code: FBO codes: 01, 02, 03. PHI codes: 07, 08, 09.

LABOR-	19	110.00	2,090.00
Trip/Travel	4	530.83	2,123.32
Hazardous Mat Disposal/Product Waste	5	10.95	54.75
VR PULSER (100:1) , RB w/Core Return to Vendor	1	183.38	183.38
Shipping/Handling (includes core return)	1	65.64	65.64
Discount-N/C Labor and Trip 12/23/24 per R. Chaffin	1	-1,135.83	-1,135.83

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	3,381.26
TAX	0.00
TOTAL	3,381.26
BALANCE DUE	\$3,381.26

UPDATE A/P BILLING INFO TO:
 STEPHSUPERIOR@AOL.COM

OKD Hawwe 1-21-25

RCA 25-028-1/27

Finance Only

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

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

Date: 1/21/2025

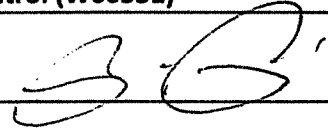
Department: Engineering

Amount: \$7,750.00

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

Account Number: 108-0610-54411

Vendor: Wright Traffic Control (W00551)

Department Head/Authorized Signature: 

Item/Description:

Increase PO #24-1684 by \$7,750 to a total of \$25,050 for additional traffic control services.

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

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

- 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.

OK
as Hanwell
1-21-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-029-1/27

FROM: Patrick Patton
DATE: January 21, 2025
SUBJECT: Increase PO #2024-1383 to \$36,520.

Committee: Finance + Council

SUMMARY AND BACKGROUND:

This request asks to increase purchase order #2024-1383 by \$3,800 to cover the cost of repair of the City's rail line. This will push the total purchase order amount to \$37,800, which is above the Finance Committee's authorization limit.

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Wintrow Construction for emergency railroad repairs as follows (see attached invoices):

Invoice #	Invoice Date	Item	Cost
28078	11/11/2024	• Repair broken rail adjacent to Progress Drive	\$3796.46

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

ORC 5705.41 (D) (1):

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

Estimated Cost: \$3,796.46

Suggested Funding:

- sufficient funds in Account No. 145-0630-54411
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. 145-0630-54411

Ord. 30-25
1-27-25

Emergency Clause Requested: Yes

Reason: This work was completed as an emergency

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



INVOICE

Wintrow Construction Corporation
673 Norton Avenue
Barberton OH 44203-1725
330-753-2983

Invoice No: 28078
Date: 11/11/2024
Due Date: 12/11/2024
Customer PO #
Job No: 8542

Bill To:
City of Medina, OH
132 North Elmwood Ave.
P.O.Box 703
Medina, OH 44256

Job Address:
near Osborne crossing
Medina, OH

Terms: Net 30 Days
A late payment charge of 1½% per month (18% annum) shall be assessed on any past due balance.

Accounts Receivable Email: Jennifer@WintrowConstruction.com

Description	Unit	Qty.	Unit Price	Extended Price
Work Performed 10/31/24				
Crew mobilized to Medina to change out a broken rail near the Osborne crossing; replaced 2 unfit ties under teh joint	LS	1.00	3,796.46	3,796.46
SEE ATTACHED				

Subtotal:	\$	3,796.46
*Sales Tax (if applicable):	\$	0.00
Invoice Amount (USD):	\$	3,796.46

*Please reference invoice number on check
Enclose a tax exempt certificate if sales tax is deducted from remittance

**City of Medina
Medina OH
Job #8542
Broken Rail
\$3,796.46
Pat Patton**

T&M

10/31/2024 Mobilization of Equipment (Backhoe) & Material

Changed out a broken rail near Osborne crossing; replaced 2 unfit ties under the joint

1 FC - <i>obtained track time; job briefing</i>	3 hrs @	\$	81.27	\$	243.81
1 Foreman	5 hrs @	\$	79.69	\$	398.45
1 Operator	5 hrs @	\$	72.70	\$	363.50
2 Laborer	5 hrs @	\$	66.69	\$	666.90
					\$ 1,672.66

Equip: Crew Truck / Tool Truck / Boom Truck / Backhoe / Air Compressor **\$ 1,150.00**

2 Ties, new	@	\$	81.00	\$	162.00
1 50# Spike Kegs	@	\$	75.00	\$	75.00
8 Track Bolts	@	\$	6.60	\$	52.80
1 33' #90RB Rail, relay	@	\$	594.00	\$	594.00
1 PR Joint Bars	@	\$	90.00	\$	90.00
					\$ 973.80

Subtotal	\$ 3,796.46
-----------------	--------------------

Labor	\$ 1,672.66
Equipment	\$ 1,150.00
Materials	\$ 973.80
T&M TOTAL	\$ 3,796.46

Invoice Total	\$ 3,796.46
----------------------	--------------------

REQUEST FOR COUNCIL ACTION

No. RCA 25-030-1/27
Committee: Finance + Council

FROM: Edward Kinney
DATE: January 22, 2025
SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to CENTERRA CO-OP (see attached invoice). The invoice for May 2024 activity was not paid.

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

ORC 5705.41 (D) (1):

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

Estimated Cost: \$8,713.98

Suggested Funding:

- sufficient funds in Account No. 106-0101-53314
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would appreciate the resolution being passed through Finance Committee and Council at the January 27th meeting.

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res. 31-25
Date: 1-27-25



Centerra Co-op
 813 Clark Avenue
 Ashland, OH 44805
 419-281-2153

STATEMENT

Page 24 of 24, 05/31/24
 Customer: 1046929
 05/01/24 - 05/31/24

PO # _____ Line # _____

Partial _____ Complete _____

Date: 1-22-25

Approved: NJANKER

Balance Forward
 May Activity
 Prepaid Usage
 Payments Applied
 Current Total Due

Extended	Amount	Prepaid
	8,556.36	
	8,713.98	
		0.00
	-8,556.36	
	8,713.98	

Total Balance 8,713.98

Total Owed	Future	Current	0-30 Days	31-60 Days	61-90 Days	91+ Days
8,713.98	0.00	8,713.98	0.00	0.00	0.00	0.00

Access your account 24/7 through the Customer Portal
 Register at www.centerracoop.com click on Customer Portal

PO # _____ Line # _____

Partial _____ Complete _____

Date: _____

Approved: _____

Customer: 1046929
 City Of Medina Police
 Police Dept/card-trol
 P O Box 703
 Medina, OH 44258-0703



Please return this remittance with your payment

STATEMENT

05/31/24

Centerra Co-op
 P O Box 1297
 Ashland, OH 44805

Credit Account	
Balance Forward	8,556.36
Net Sales Activity	8,713.98
Payment Activity	-8,556.36
Total Due By 6/30	8,713.98
Amount Paid	\$ _____

REQUEST FOR COUNCIL ACTION

NO. RCA 26-030-1/27

FROM: Patrick Patton 

*OK
Brianna
1-21-25*

DATE: January 21, 2025

COMMITTEE Finance
REFERRAL: _____

SUBJECT: Fair Market Value Estimates (FMVE) for Medina Street Bridge

In order to complete the reconstruction of the Medina Street Bridge, the City must acquire three easements. In order for the City's right-of-way consultant (O. R. Colan) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project. Below please find a summary for the value of the three (3) parcels:

See below for a summary of the required easements:

Address	Parcel	FMVE
551 W. Smith Road	028-19A-20-054	\$400
239 South Court	028-19A-20-049	\$1,150
229 & 233 South Court	028-19A-20-055	\$500
	TOTAL	\$2,050

To summarize, this request asks for Council's acceptance of the FMVE appraisals for the above easements, and authorizes the Mayor to sign each FMVE appraisal; by his signature the City will thus authorize the Consultant to proceed with the acquisition process.

Please note, per the City's agreement with Medina County, while the City is required to acquire the easements, the costs for acquisition of the easements are Medina County's responsibility. Once negotiations and recording of the easements are completed, the City will submit an invoice to Medina County for these costs.

ESTIMATED COST: \$2,050

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: YES

Reason: This is the first of several steps necessary to complete acquisition; we would like to start this process as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**VALUE ANALYSIS
(\$10,000 OR LESS)**

OWNER'S NAME

Richard B. Milgate Jr.

COUNTY Medina
ROUTE W. Smith Road
SECTION N/A
PARCEL NO. 028-19A-20-054
PROJECT I.D. NO. 23-285

Subject			APN		
Address/Location	Zoning	Utilities	028-19A-20-054		
551 W. Smith Road, Medina, Ohio	R-3; High Density Urban Residential	All City	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.215	Acres	Residential Use

Comments

The total subject area is 0.215 acre¹ (9,365 square feet) gross and net of roadways. It is located at 515 W. Smith Road, Medina, Medina County, Ohio. It is owned by Richard B. Milgate Jr. and is improved with a 772 square foot residence built in 1924 and a 528 square foot garage built in 1990. The property has 69 feet of frontage on W. Smith Road. It is rectangular in shape and has a maximum depth of 165 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned R-3; High Density Urban Residential which permits single-family detached dwellings and a variety of conditionally permitted uses. The minimum lot size is 8,000 square feet, the minimum lot width at the building line is 75 feet, and the minimum lot frontage is 40 feet. The minimum rear yard is 30 feet, the minimum front yard is 40 feet, and the minimum side yard is 5 feet. The maximum building height is 35 feet. The site is a legal nonconforming use as it does not meet the minimum width or front yard setback requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-054. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.215 (net) acre. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for residential development.

Comparable Sales

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	247 S. Elmwood Avenue, Medina	Residential Development	Public Record	6/23/2023
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-269		R-3; High Density Urban Residential	All City	\$50,000
				Parcel Size (net)
				0.1886 acres
			Unit Value Indication	\$265,111/Ac. or \$6.09/s.f.

Comments

This was an arm's length sale of a 0.1886-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	S. Vine Street, Medina	Residential Development	Public Record & Listing Agent	6/18/2021
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-312		R-3; High Density Urban Residential	All City	\$20,000
				Parcel Size (net)
				0.0987 acres
			Unit Value Indication	\$202,558/Ac. or \$4.65/s.f.

Comments

This was an arm's length sale of a 0.0987-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	W. Park Boulevard, Medina	Residential Development	Public Record & Buyer Agent	7/1/2024
APN(s)		Zoning	Utilities	Sale Price
028-19C-09-217		R-1; Low Density Residential	All City	\$49,000
				Parcel Size (net)
				0.3081 acres
			Unit Value Indication	\$159,039/Ac. or \$3.65/s.f.

Comments

This was an arm's length sale of a 0.3081-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography with slight sloping at the southwestern corner of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard. There is an existing ingress/egress easement along the northeastern property line.

¹ Per Medina County GIS Measurement



Overall Comments / Reconciliation

Comments

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$3.65 to \$6.09 per s.f., with an average of \$4.80 and a median of \$4.65 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$5.00 per s.f.

Reconciled Value: \$5.00 per s.f.

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-054	96 s.f.	75%	N/A	\$5.00/s.f.	Channel Easement	\$400
Total:						\$400

Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
Total:						\$0.00

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
Total:		\$0.00

Preparers Conclusion

Comments

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.0022 net acre or 96 net square feet. It is located at the northwestern corner of the property and is trapezoidal in shape. The maximum depth is 7.09 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired. The channel easement is located along the existing channel along the northern property line.

After the acquisition, the property will contain 0.215 net acres or 9,365 net square feet that will be encumbered by a 0.0022 acre or 96 square foot channel easement. The residue site will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$400


FMVE Conclusion

Comments

The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$400



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signatures	
Signature	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$400
Title:		Additional Amount:	
Date:		Total Settlement:	
<small>THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)</small>			

REQUIRED ATTACHMENTS 028-19A-20-054
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

JURISDICTIONAL EXCEPTION DISCLOSURE:

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation’s (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
 - (3) Appraisal, waiver thereof, and invitation to owner:
 - (b) An appraisal is not required if:
 - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
 - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**VALUE ANALYSIS
(\$10,000 OR LESS)**

OWNER'S NAME

Montrose Land Corporation

COUNTY Medina
ROUTE W. Smith Road
SECTION N/A
PARCEL NO. 028-19A-20-049
PROJECT I.D. NO. 23-285

Subject			APN		
Address/Location	Zoning	Utilities	028-19A-20-049		
245 Medina Street, Medina, Ohio	I-1; Industrial	All City	Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			1.55	Acres	Industrial Use
Comments					
The total subject area is 1.55 acres (67,518 square feet) gross and net of roadways. It is located at 245 Medina Street, Medina, Medina County, Ohio. It is owned by Montrose Land Corporation and is improved with a 3,337 square foot outbuilding built in 1961 and a 4,079 square foot industrial warehouse built in 1961. The property has 185 feet of frontage along Medina Street and 45 feet of frontage along Prospect Street. It is irregular in shape and has a maximum depth of 185 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level with slight sloping along the southern property line. The property is zoned I-1; Industrial which permits general industrial, light manufacturing, mixed-use, office, greenhouses, research and development, self-storage, veterinary office, warehouse, wholesale, and a variety of conditionally permitted uses. The minimum lot size is 21,780 square feet, the minimum lot width at the building line and the minimum lot frontage is 100 feet. The minimum side and rear yard is 25 feet (50 feet when adjacent to a residential district), and the minimum front yard requirement is 25 feet (100 feet when adjacent to a residential district). The property is a legal nonconforming use as it does not meet the minimum rear yard requirement. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-049. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 1.55 (net) acres. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for industrial development.					

Comparable Sales				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	2844 Westway Drive, Brunswick	Industrial Development	Public Record and Agent	1/31/2024
APN(s)		Zoning	Utilities	Sale Price
003-18D-12-044		I-L; Light Industrial	All City	\$265,000
				Parcel Size (net)
				2.9069 acres
			Unit Value Indication	\$91,162/Ac. or \$2.09/s.f.
Comments				
This was an arm's length sale of a 2.9069-acre parcel of land in Brunswick. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.				
2	5854 Smith Road, Medina City/Lafayette Township	Industrial Development	Public Record	12/16/2021
APN(s)		Zoning	Utilities	Sale Price
053-31C-02-007		I-1; Industrial	All City	\$100,000
				Parcel Size (net)
				4.1414 acres
			Unit Value Indication	\$24,146/Ac. or \$0.55/s.f.
Comments				
This was an arm's length sale of a 4.1414-acre parcel of land in the City of Medina/Lafayette Township. It was a cash to seller sale. The parcel is triangular in shape and has generally level topography with slight sloping at the eastern portion of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard.				
3	Progress Drive, Medina	Industrial Development	Public Record	4/30/2024
APN(s)		Zoning	Utilities	Sale Price
029-19A-16-028		I-1; Industrial	All City	\$295,000
				Parcel Size (net)
				6.78 acres
			Unit Value Indication	\$43,510/Ac. or \$1.00/s.f.
Comments				
This was an arm's length sale of a 6.78-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is irregular in shape and has rolling topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.				



Overall Comments / Reconciliation

Comments

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$0.55 to \$2.09 per s.f., with an average of \$1.21 and a median of \$1.00 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$1.50 per s.f.

Reconciled Value: \$1.50 per s.f.

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-059	980 s.f.	75%	N/A	\$1.50/s.f.	Channel Easement	\$1,150
Total:						\$1,150

Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
Total:						\$0.00

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
Total:		\$0.00

Preparers Conclusion

Comments

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.0225 net acre or 980 net square feet. It is located at the southwestern corner of the property and is trapizoidal in shape. The maximum depth is 30.16 feet and runs along Medina Street for 53.49 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired, the channel easement is located along the existing channel along the southern property line.

After the acquisition, the property will contain 1.55 net acres or 67,518 net square feet that will be encumbered by a 0.0225 acre or 980 square foot channel easement. The residue site will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$1,150


FMVE Conclusion


Comments


The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$1,150



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signatures	
Signature	
	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
			
Typed Name:		FMVE Amount:	\$1,150
Title:		Additional Amount:	
Date:		Total Settlement:	
<p style="text-align: center; font-size: small;">THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)</p>			

REQUIRED ATTACHMENTS 028-19A-20-049
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

JURISDICTIONAL EXCEPTION DISCLOSURE:

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
 - (3) Appraisal, waiver thereof, and invitation to owner:
 - (b) An appraisal is not required if:
 - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
 - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**VALUE ANALYSIS
(\$10,000 OR LESS)**

OWNER'S NAME

Laura L. and Todd A. Naftzger

COUNTY Medina
ROUTE W. Smith Road
SECTION N/A
PARCEL NO. 028-19A-20-055
PROJECT I.D. NO. 23-285

Subject			APN		
Address/Location	Zoning	Utilities			
555 W. Smith Road, Medina, Ohio	R-3; High Density Urban Residential	All City	028-19A-20-055		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.135	Acres	Residential Use

Comments
The total subject area is 0.135 acre¹ (5,881 square feet) gross and net of roadways. It is located at 555 W. Smith Road, Medina, Medina County, Ohio. It is owned by Laura L. and Todd A. Naftzger and is improved with a 744 square foot residence built in 1920 and a 280 square foot garage built in 1930. The property has 50 feet of frontage on W. Smith Road and 144.51 feet of frontage along Medina Street. It is trapezoidal in shape and has a maximum depth of 135 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned R-3; High Density Urban Residential which permits single-family detached dwellings and a variety of conditionally permitted uses. The minimum lot size is 8,000 square feet, the minimum lot width at the building line is 75 feet, and the minimum lot frontage is 40 feet. The minimum rear yard is 30 feet, the minimum front yard is 40 feet, and the minimum side yard is 5 feet. The maximum building height is 35 feet. The site is a legal nonconforming use, as it does not meet the minimum lot size and width requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-055. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.135 (net) acre. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for residential development.

Comparable Sales

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	247 S. Elmwood Avenue, Medina	Residential Development	Public Record	6/23/2023
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-269		R-3; High Density Urban Residential	All City	\$50,000
				Parcel Size (net)
				0.1886 acres
			Unit Value Indication	\$265,111/Ac. or \$6.09/s.f.

Comments

This was an arm's length sale of a 0.1886-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	S. Vine Street, Medina	Residential Development	Public Record & Listing Agent	6/18/2021
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-312		R-3; High Density Urban Residential	All City	\$20,000
				Parcel Size (net)
				0.0987 acres
			Unit Value Indication	\$202,558/Ac. or \$4.65/s.f.

Comments

This was an arm's length sale of a 0.0987-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	W. Park Boulevard, Medina	Residential Development	Public Record & Buyer Agent	7/1/2024
APN(s)		Zoning	Utilities	Sale Price
028-19C-09-217		R-1; Low Density Residential	All City	\$49,000
				Parcel Size (net)
				0.3081 acres
			Unit Value Indication	\$159,039/Ac. or \$3.65/s.f.

Comments

This was an arm's length sale of a 0.3081-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography with slight sloping at the southwestern corner of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard. There is an existing ingress/egress easement along the northeastern property line.

¹ Per Medina County GIS Measurement



Overall Comments / Reconciliation

Comments

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$3.65 to \$6.09 per s.f., with an average of \$4.80 and a median of \$4.65 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$5.00 per s.f.

Reconciled Value: \$5.00 per s.f.

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-055	131 s.f.	75%	N/A	\$5.00/s.f.	Channel Easement	\$500
Total:						\$500

Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
Total:						\$0.00

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
Total:		\$0.00

Preparers Conclusion

Comments

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.003 net acre or 131 net square feet. It is located along the northern property of the property and is trapezoidal in shape. The maximum depth is 7.09 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired. The channel easement is located along the existing channel along the northern property line.

After the acquisition, the property will contain 0.135 net acre or 5,881 net square feet that will be encumbered by a 0.003 acre or 131 square foot channel easement. The residue will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$500


FMVE Conclusion

Comments

The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$500



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signature	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$500
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

REQUIRED ATTACHMENTS
028-19A-20-055
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

JURISDICTIONAL EXCEPTION DISCLOSURE:

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
 - (3) Appraisal, waiver thereof, and invitation to owner:
 - (b) An appraisal is not required if:
 - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
 - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.

REQUEST FOR COUNCIL ACTION

*OK Hammett
1-21-25*

NO. RCA 25-032-1/27

FROM: Patrick Patton

DATE: January 21, 2025

SUBJECT: Amend Ordinance #166-24

COMMITTEE REFERRAL: Finance

This request asks to amend Ordinance No. 166-24 pertaining to the City's agreement with Ruhlin by adding Exhibit B, attached. Exhibit B was referenced in the original agreement approved by Council, however it was not attached to the agreement when Council passed the ordinance.

Thank you for your consideration.

ESTIMATED COST: No additional cost

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:
Reason:

Yes

Ruhlin is currently working under the original agreement passed on September 9, 2024.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 166-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF MEDINA AND THE RUHLIN COMPANY AS CONSTRUCTION MANAGER AS CONSTRUCTOR FOR THE RENOVATION OF THE 1969 FORMER MEDINA COUNTY COURTHOUSE BUILDING TO HOUSE THE MEDINA MUNICIPAL COURT.

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

- SEC. 1:** That Council hereby authorizes the Mayor to enter into the Standard Form of Agreement between the City of Medina and The Ruhlin Company, an Ohio Corporation, as Construction Manager as Constructor for the renovation of the 1969 former Medina County Courthouse building to house the Medina Municipal Court.
- SEC. 2:** That a copy of the Standard Form of Agreement is marked Exhibit A, attached hereto and made a part hereof.
- SEC. 3:** That the funds to cover the agreement, in the amount of \$38,335.00 are available as follows: \$19,167.50 in Account No. 169-0716-54412 and \$19,167.50 in Account No. 301-0716-54412.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: September 9, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 9, 2024

SIGNED: Dennis Hanwell
Mayor

DRAFT AIA Document A133 - 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « 26 » day of « August » in the year « 2024 »
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

« Medina Municipal Court Renovation »
« 93 Public Square »
« Medina, OH 44256 »

THE OWNER:
(Name, legal status, and address)

« City of Medina » « »
« 132 N. Elmwood Avenue »
« Medina, OH 44256 »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« The Ruhlin Company » « an Ohio Corporation »
« 6931 Ridge Road »
« PO Box 190 »
« Sharon Center, OH 44274 »

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») each occurrence, « Two Million Dollars » (\$ « 2,000,000 ») general aggregate, and « Two Million » (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ « 1,000,000 ») each accident, « One Million Dollars » (\$ « 1,000,000 ») each employee, and « One Million Dollars » (\$ « 1,000,000 ») policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « Five Million Dollars » (\$ « 5,000,000 ») per claim and « Five Million Dollars » (\$ « 5,000,000 ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « Five Million Dollars » (\$ « 5,000,000 ») per claim and « Five Million Dollars » (\$ « 5,000,000 ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « Three Million Dollars » (\$ « 3,000,000 ») per claim and « Three Million Dollars » (\$ « 3,000,000 ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « NA » (\$ « NA ») per claim and « NA » (\$ « NA ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « NA » (\$ « NA ») per claim and « NA » (\$ « NA ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») per claim and « Six Million Dollars » (\$ « 6,000,000 ») in the aggregate, for Work within fifty (50) feet of railroad property.

[] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[] Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding the other equipment.

[]

[]

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Contract Value
Performance Bond	Contract Value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

OK Dr Hammett
1-22-25

RCA 25-033-1/27

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

Finance Only

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

Date: 1/22/2025

Department: Engineering

Amount: \$24,000.00

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

Account Number: \$12,000 from 301-0716-54412 (General Purpose Cap)
\$12,000 from 169-0716-54412 (Court Special Project)

Vendor: CTG Environmental ***NEW VENDOR***

Department Head/Authorized Signature: 

Item/Description:
Asbestos abatement air monitoring at the Municipal Court. This company will need approval
as a new vendor.

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

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

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

RCA 25-034-1/27

Finance only

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

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 1/23/2025

Department: IT

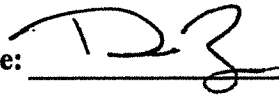
Amount: \$21,000.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 388-0714-53315

Vendor: Dex Imaging

Department head/Authorized signature: 

Item/Description:

3 Replacment Copy Machines/Finance/Law/Service Garage
Authorize Mayor to sign Sales Order/Service Agreement

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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



Company Information

**City of Medina
DEPT's -Finance
Law & Service Garage**

Bill To Address

**132 North Elmwood, Medina
132 North Elmwood Ave
Medina, OH 44256**

Contacts

Dex Imaging Sales Representative

**Name: Kelly Clause
Phone:
Email: kelly.clause@deximaging.com**

A/P Contact

**Name: Darin Zaremba
Phone:
Fax:
Email: dzaremba@medinaoh.org**



SALES ORDER / SERVICE AGREEMENT

INSTALLATION for City of Medina

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEXIMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-107054



Sales Order / Service Agreement

Equipment Delivery Location

City of Medina
 132 North Elmwood Ave
 Medina, OH 44256

Equip. Contact: Darin Zaremba
 Phone:
 Email: dzaremba@medinaoh.org

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.004	\$0.004	0	0.04 color and .004 black and white
Yes	1	Ricoh IM C6010 A3 60ppm Color Laser Printer						
Yes	1	PAPER FEED UNIT PB3320						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: cancel agreement of current units in LAW. Terminate the maintenance agreement for current Ricoh MPC6004 ID 801009 . Please provide final meter read to Rebecca Romano. No pick up



Sales Order / Service Agreement

Equipment Delivery Location

City of Medina 132 North Elmwood Ave Medina, OH 44256	Equip. Contact: Darin Zaremba Phone: Email: dzaremba@medinaoh.org
---	---

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.004	0	0.004	\$0.04	0	0.04 color and .004 black and white
Yes	1	Ricoh IM C4510 A3 45ppm Color Laser Printer						
Yes	1	Ricoh LCIT RT3050						
Yes	1	PAPER FEED UNIT PB3320						
Yes	1	FINISHER SR3320						
Yes	1	BRIDGE UNIT BU3100						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: cancel service agreement of current units in Finance. End service agreement on the mp 5054 in Finance ID 801014. No pick up Please provide final meter read to Rebecca Romano.



Sales Order / Service Agreement

Equipment Delivery Location

City of Medina--Service Garage
 781 W Smith Rd
 Medina, OH 44256

Equip. Contact: Justin Fields
 Phone:1-330-723-3931
 Email:jfields@medinaoh.org

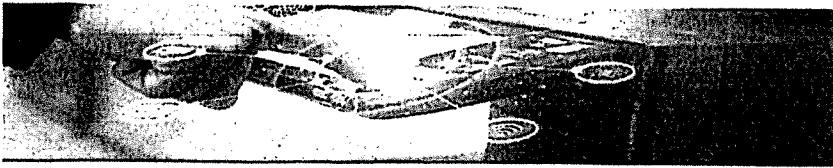
Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0085	\$0.00	0	0.065
Yes	1	Kyocera ECOSYS MA4000cifx A4 42ppm Color MFP Laser Printer						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: cancel agreement of current units in Service Garage - con 801011 Ricoh SP c262. provide final meter read to Rebecca. No pick up



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 132 North Elmwood Ave

City: Medina

State: OH

Zip: 44256

Phone Number: 330-725-7777 ext 1109

Email: dzaremba@medinaoh.org

Name:

Title:

Signature:

Date:



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best
Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods

KV
AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive Renewal terms. In no case will the renewal or annual increase exceed a 14% price increase over the prior period. *see Special Instruction*

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$150.00. If DEX IMAGING, LLC Patrol Wi-Fi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if the DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis. For each non-reported unit, a nominal charge will be added or DEX MPS will dispatch a representative to secure all meters at a rate of \$120 per hour.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC. *KV*

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

BMW Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

~~CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL DAMAGES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.~~ *KV*

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC. *KV*



APPROVALS

Special Instructions

Replacing Ricoh MPc6004 (C757M500202) in Law and Ricoh MP 5054 in Finance G185RC20669 and SPC262 from Service Garage ID 801014. Please cancel the service agreement for these two units. Lock the CPC for two years, not to exceed increase 10% each year thereafter. *KV*

Automatic Renewal per the Equipment Service Guarantee Terms and Conditions contract renews annually unless 30-day written notice is given to cancel the agreement. *KV*

Amount Due (Pending Taxes):

\$20,650.00 TAX EXEMPT

DEX Imaging, LLC Sales Associate

Name: Kelly Clause

Date: 1/22/2025

Approvals

I have read and agree to all terms and conditions contained in this 8 page document.

DEX Imaging, LLC.

City of Medina

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____



January 17, 2025

OFFICE TECHNOLOGY ASSESSMENT

Client:

City of Medina--Service Garage

Contact:
Kelly Clause

kelly.clause@deximaging.com

Address:
132 N Elmwood Ave
, 44256



Company Overview

DEX Imaging is the largest independent provider of document imaging solutions in the United States. With a network of over 4,000 support specialists, DEX sells & services only the best, most reliable brands from the nation's top imaging equipment manufacturers, tested in-house for reliability, and paired with each customer's unique business needs.

Digital intelligence, in-house R&D, and local stewardship are the hallmarks of DEX Imaging.

DEX Imaging was founded in 2002

- Revenue: \$350+ Million
- Broadest range of most reliable brands (HP, Canon, Konica Minolta, etc.)
- DEX has won virtually every service award in the industry
- All DEX Techs & Engineers are factory certified on all makes & models
- DEX holds 11 Data Analytics Patents for its Proprietary Patrol Appliance
- Nationwide Network of over 4,000 Experienced Support Specialists (Technicians, Systems Engineers, Data Analysts, Vertical Industry Experts)

OUR LEADERSHIP



Dan Doyle Sr.
Chairman

In 1977, **Dan Doyle Sr.** founded **Danka Business Systems**, a single storefront office imaging dealership in Tampa, Florida.

Over a 21 year span as Danka's Founder and CEO, **Dan Doyle Sr.** grew the business from a start-up into the world's largest office equipment and service organization with 750+ offices in 35 countries and annual revenues exceeding **\$3.5 billion**.

Dan Doyle Jr.
Chief Executive Officer



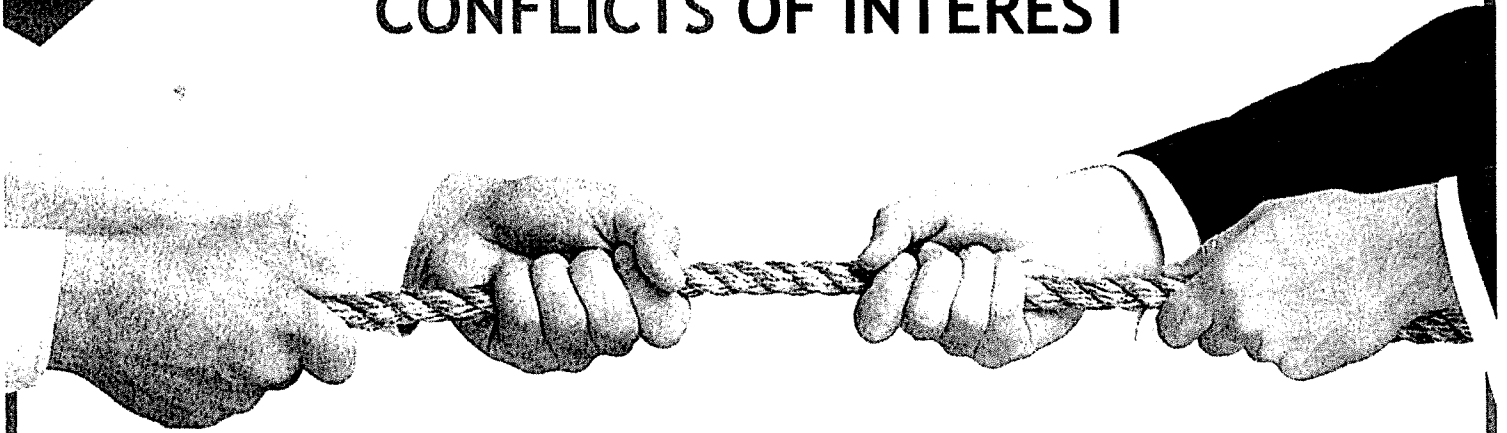
From a start-up of 11 employees at a single branch in Tampa, Florida, **Dan Doyle Jr.** has grown DEX imaging to **\$350 million** in annual revenue with operations throughout the United States.

In 2013, **Dan Doyle Jr.** was awarded the prestigious **Ernst & Young Entrepreneur of the Year Award** in the **Tech Industries** category, an honor bestowed on those who have founded their own companies while also investing their time, talent, and resources towards philanthropic initiatives.

In 2014, **Governor Rick Scott** appointed **Dan Doyle Jr.** to his Florida Board of Governors.

In 2020, NSU's Huizenga College of Business and Entrepreneurship inducted **Dan Doyle Jr.** into its prestigious Business Hall of Fame.

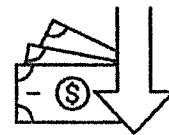
AN INDUSTRY LADEN WITH CONFLICTS OF INTEREST



The absence of a sole source provider across MFP & PRINT leaves an inherent conflict of interest that can lead to an inefficient volume distribution:

- What percentage of your consumption is MFP?
- What percentage of your fleet is PRINT?
- Where is your distribution trending?
- Have you monetized the opportunity for volume migration?
- Does your vendor share this metric with you on a regular basis?

Our Industry Has NOT Adapted and It Is Costing You Money



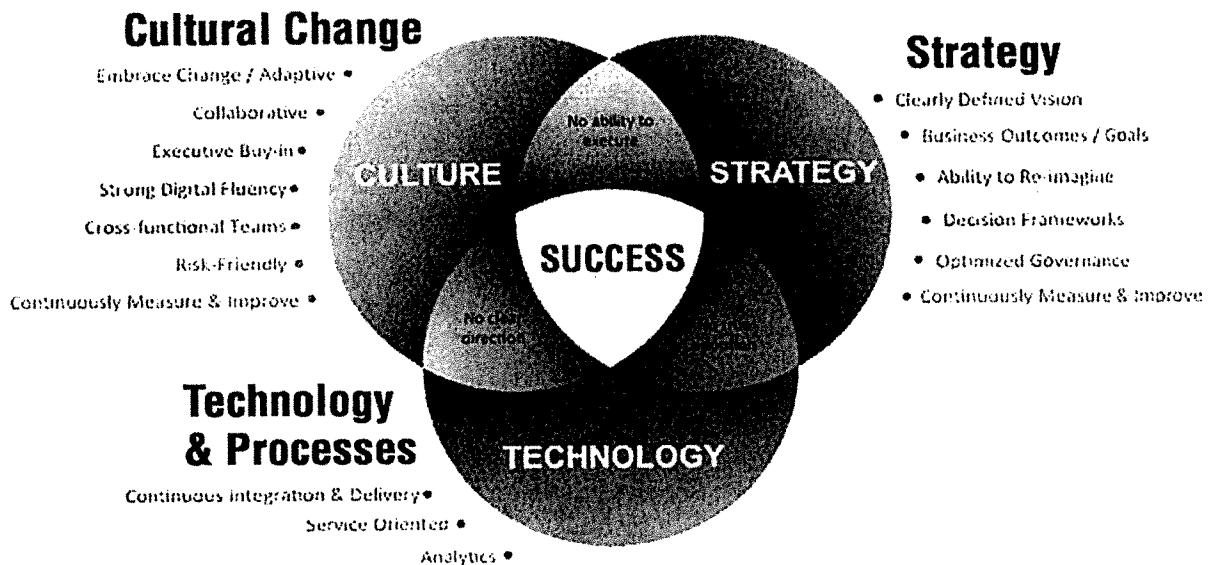
- The Document Imaging Industry is Shrinking
- The Cost of Technology is Shrinking
- **Publicly Traded Manufacturers** must fill these Revenue Gaps by:
 - ✓ Selling more & more Devices / Accessories
 - ✓ Increasing Color Consumption
 - ✓ Selling Unnecessary Software

Independent and Privately Owned

Perhaps our biggest differentiating factor is that DEX is free to make wise decisions that are aligned with our client's objectives.

DEX is NOT tied to one manufacturing line and we have NO resource restrictions. Also, as a privately-held company, DEX is NOT tied to Shareholder Revenue Reports or unrealistic income projections.

Our Unique Cultural Change



Comprehensive Team Approach = DEX + YOU

When it comes to Enterprise Accounts, DEX becomes an extension of your internal operations & administrative staffs. Our over-arching goal is to partner with you to achieve true cost savings, paper consumption reduction, and improved efficiencies.

In other words: DEX does the heavy lifting for you.



Solution Pricing Proposal

Presented To Darin Zaremba

By Kelly Clause

Date 1/17/2025

Main Solution Components

Quantity	Item	Item Description
1	Kyocera ECOSYS MA4000cifax A4 42ppm Color MFP Laser Printer	PURCHASE PRICE \$2,100

Financial Options

Purchase Option	Term (Months)	Monthly Payment
-----------------	---------------	-----------------

See last page of this document for complete list of all proposal offerings.

Recommended Plan

Total Service Investment	Meter Type	Included Service Base Impressions	CPP
\$25.25	Mono	250	0.0100
	Color	325	0.0700

This plan includes all service, parts, and supplies with the exception of paper and staples. With our exclusive Premium Maintenance plan our customers will receive Automatic Meter Readings, Automatic Toner Orders, and Online Account Management Views.

Base monthly service and supplies at \$25.25, which includes 250 black and 325 color with overages at .01 for black and .07 for color.

PROPOSAL ACCEPTANCE

Name and Company	Title	Signature	Date
Kelly Clause DEX imaging	Account Manager		
Darin Zaremba City of Medina--Service Garage	Sergant		

MODELS AND ACCESSORIES INCLUDED

Quantity	Item	Item Description
1	Kyocera ECOSYS MA4000cifx A4 42ppm Color MFP Laser Printer	SERVICE GARAGE