

# CITY OF OBERLIN, OHIO

## ORDINANCE No. 16-13 AC CMS

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF OBERLIN AND O.R. COLAN ASSOCIATES, LLC FOR RIGHT-OF-WAY ACQUISITION APPRAISAL REVIEW SERVICES FOR THE CITY OF OBERLIN SAFE ROUTES TO SCHOOL PROGRAM, OHIO DEPARTMENT OF TRANSPORTATION PID 90937 AND DECLARING AN EMERGENCY

WHEREAS, by Ordinance 10-74 AC CMS, enacted on October 18, 2010, Oberlin City Council authorized the City Administration to apply to the Ohio Department of Transportation for Safe Routes to School funding and, if approved, to enter into a contract with the Ohio Department of Transportation to complete the project; and

WHEREAS, by letter dated March 11, 2011, the Ohio Department of Transportation announced the City's Safe Routes to School project award in the amount of \$445,581; and

WHEREAS, the Ohio Department of Transportation subsequently contracted with the M-E/IBI Group to prepare engineering plans and specifications for the project; and

WHEREAS, the M-E/IBI Group has completed the required plans and specifications and, in so doing, has determined that it is necessary to acquire permanent right-of-way and temporary right-of-way in order to construct the project; and

WHEREAS, the City of Oberlin Public Works Department has completed an ODOT-approved qualification-based selection process to identify O.R. Colan Associates, LLC as the preferred consultant to provide said Right-of-Way Acquisition Appraisal Review services in accordance with the requirements of the Uniform Relocation Act; and

WHEREAS, the Ohio Department of Transportation has prepared Agreement No. 19681 between O.R. Colan Associates, LLC and the City of Oberlin, a copy being attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the Public Works Director is hereby authorized and directed to execute said Agreement 19681 between O.R. Colan Associates, LLC and the City of Oberlin for Right-of-Way Acquisition Appraisal Review services.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin,

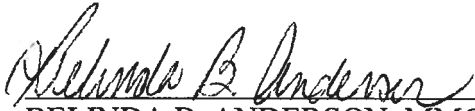
Ohio, or to provide for the usual daily operation of a municipal department, to wit: to authorize said Agreement to provide for the timely acquisition of the necessary rights-of-way required for the Safe Routes to School project which will expedite the public safety by providing safe, active transportation options for school children and all pedestrians”, and shall take effect immediately upon passage.

PASSED: 1st Reading: June 6, 2016 (A)(E)

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

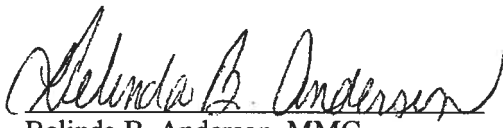
  
RONNIE RIMBERT  
PRESIDENT OF COUNCIL

POSTED: 06/07/2016

EFFECTIVE DATE: 06/06/2016

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 16-13 AC CMS as passed by the Oberlin City Council on the 6<sup>th</sup> day of June 2016.

SEAL

  
Belinda B. Anderson, MMC  
Clerk of Council, City of Oberlin, Ohio

CITY OF OBERLIN, OHIO

AGREEMENT NO. 19681

This Agreement No. 19681 entered into this 8<sup>th</sup> day of June, 2016, by and between the City of Oberlin, acting by and through the Public Works Director, hereinafter referred to as the City, and O.R. Colan Associates, hereinafter referred to as the Consultant, with an office located at 22710 Fairview Center Drive, Fairview Park, Ohio 44126.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for Right of Way Appraisal Reviews in Lorain County, Ohio, identified as D03 SRTS Oberlin Inf., PID 90937

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The City and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Right of Way Acquisition Services for Appraisal Review.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Ten Thousand Nine Hundred Twenty Five Dollars (\$10,925.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
<b>Appraisal Review</b> 19		
Value Analysis Reports (25 ea)	parcel	\$375.00
Parcel Impact Note (25 ea)	parcel	\$200.00
19		

**CLAUSE IV - INCORPORATION BY REFERENCE**

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City of Oberlin.

O. R. Colan Associates

By: Stephen J. Zeltz

Title: Chief operating officer

City of Oberlin, Ohio

Jeff Baumann  
Jeff Baumann  
Public Works Director

APPROVED AS TO FORM:

By: [Signature]

Title: CITY DIRECTOR



November 12, 2015

Jeffrey J. Baumann  
Public Works Director  
City of Oberlin  
85 S. Main St.  
Oberlin, Ohio 44074

RE: Appraisal Review Services associated with the City of Oberlin Safe Routes to School – ODOT PID 90937

Mr. Baumann,

O. R. Colan Associates (ORC) is pleased to respond to the City of Oberlin's request for appraisal review services associated with the City's Safe Routes to School Project. ORC will follow the Uniform Standards of Professional Appraisal Practice (USPSP) as well as the Ohio Department of Transportation, Office of Real Estate's Policy & Procedures Manual in the completion of the appraisal reviews.

I have reviewed the plans and have spoken with the selected appraiser for this project. I agree with the Value Analysis (VA) Appraisal Formats with the potential exception of Parcel 7 which may involve a Narrative Summary Before and After Appraisal due to a potential setback problem caused by the project. As a result our proposal is subject to the results of the final on-site scoping meeting. Our proposal includes the preparation of Parcel Impact Notes and fees related to the completion of Appraisal Review Services for a total of (19) VA Formats and corresponding Parcel Impact Notes totaling **\$10,925** itemized as follows:

**Appraisal Review Services City of Oberlin SRTS Project:**

19-Parcel Impact Notes:	\$200 each or \$3,800
19-VA Reviews:	\$375 each or \$7,125

O. R. Colan is ready to begin work upon receipt of a Notice to Proceed. Obviously our time table is predominantly tied to the delivery of the appraisal report; however we anticipate completing the appraisal review within 21 days of receipt of notice to proceed and the receipt of the VA reports.

I look forward to working with you and your office on this initiative, and I am available to personally meet with you to answer any questions that may arise regarding our services. I can be contacted at (440) 827-6116 x 206 or by e-mail at [ekirk@orcolan.com](mailto:ekirk@orcolan.com)

Respectfully,  
O.R. Colan Associates

C. Eric Kirk, MAI, SRA  
Director of Appraisal Services

## **SCOPE OF SERVICES REVIEW APPRAISAL**

The duties and obligations of a Review Appraiser are:

1. A fee reviewer shall review ODOT approved appraisal formats as to completeness, accuracy, compliancy to the Uniform Act, 49 CFR, Ohio Revised Code, Ohio Administrative Rules and ODOT Policy and Procedures to ensure appraisal quality so that property owners are compensated fairly. If the fee reviewer approves the appraisal or valuation report, he/she shall fill out the appropriate forms (RE 22) which approves a fair market value estimate (F.M.V.E).
2. The fee reviewer cannot establish F.M.V.E. for an Agency.
3. A review appraiser cannot review and concur their own appraisal work.
4. A reviewer cannot be under any employment agreement to a consultant as an appraiser for a project and also be a reviewer of appraisals on that project.
5. A reviewer cannot be in a position which would compromise the integrity of the review process and must avoid any appearance of impropriety.
6. A review appraiser must continually be aware of current Department policy and procedures regarding appraisal and appraisal review.
7. The reviewer must be able to deliver appraisal reviews within 10 to 30 days after delivery of the appraisals by the client.
8. The reviewer must be able to perform the review in a competent, unbiased manner in compliance with ODOT's Policy and Procedures Manual.

As part of the review function, the reviewer shall:

- a. Review all plans including preliminary plans, right of way plans and construction plans and make a determination that the appraiser has accurately considered the plans in the valuation.
- b. Read the report and examine it for basic real estate theory, techniques, valuation methods, mathematical accuracy and compliance to established policy, procedure and law.
- c. The reviewer shall view the subject property, the relevant comparable sales and the general neighborhood. The field review shall also include a verification of the highway plans with what actually exists in the field to what was reported and analyzed in the appraisal report, along with deed description, highest and best uses, items in the take, any damages of benefits and other pertinent criteria that can be observed in the field.
- d. The reviewer need not physically inspect the interior of the structure, as this is the responsibility of the appraiser. However, the reviewer at his/her discretion may inspect the interior of the structure if warranted for any reason.
- e. The reviewing appraiser shall examine all appraisals to ensure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
- f. After performing these review steps and analyzing all relevant data, the reviewer is to determine if the appraisal/valuation report is acceptable or if corrections are required of the appraiser. Corrections require a deficiency letter.
- g. When the reviewer determines that the report is acceptable and the results of the review to be conclusive, he/she shall document the estimate of value on the "Review Appraiser's Fair Market Value Estimate (F.M.V.E)", form RE 22, also known as the "White Sheet" along with any other forms as per ODOT's Policy and Procedures Manual, Appraisal Sections 4100 through 4500.
- h. The reviewer shall breakout the value of any tenant improvements, as necessary and documents the estimate of value of the Form RE 22-1, also known as the "Blue Sheet".

The following document(s) shall be incorporated by reference into this scope of services:

1. ODOT's Policy and Procedures of Appraisal, Sections 4100 through 4500
2. USPAP

## RW ACQUISITION SERVICES COST PROPOSAL

**Company Name:** O. R. Colan Associates  
**District:** 3 **Date:** 11/12/2015  
**PID NO.:** 90937 **Task No.:**  
**Project CRS:** City of Oberlin Safe Routes to School

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. <b>Project Management</b> for Title Researches, Appraisal, Appraisal Review	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>2. Appraisal</b>				
a. RE 95 Preparation	parcel			\$0.00
b. Summary R/W Appraisal (RE 25-17)	parcel			\$0.00
c. Limited Scope Summary Appraisal (RE 25-17)	parcel			\$0.00
d. Value Finding (RE 90)	parcel			\$0.00
e. Value Analysis	parcel			\$0.00
f. Project Data Book	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>3. Appraisal Review</b>				
a. Summary R/W Appraisal (RE 25-16)	parcel			\$0.00
b. Limited Scope Summary Appraisal (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel	19	\$375.00	\$7,125.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel	19	\$200.00	\$3,800.00
g. Appraisal Problem Analysis	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$10,925.00</b>



<b>4. Title Researches</b>				
a. Abbreviated Titles	parcel			\$0.00
b. Full Title (42 year)	parcel			\$0.00
c. Title Update	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>SECTION TOTAL</b>				<b>\$10,925.00</b>

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
<b>5. Project Management for Negotiations, Closings</b>	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>6. Negotiation</b>				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel			\$0.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>7 Closings</b>				
a. Mail Out	parcel			\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel			\$0.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel			\$0.00
e. Mortgage Release	per release			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>Relocation Assistance</b>				
<b>8. Services</b>				
a. Project Management for Relocation/Relocation Review	parcel			\$0.00
b. Residential offer made	parcel			\$0.00
c. Residential final billing	parcel			\$0.00
d. Commercial Offer made	parcel			\$0.00

e. Commercial final billing	parcel			\$0.00
f. Personal Property final billing	parcel			\$0.00
Pre-Acquisition				
g. Survey/Interview	parcel			\$0.00
h. Pre-Acquisition Report	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>9. Relocation Review</b>				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
<b>10. Asbestos</b>				
a. Collection	parcel			\$0.00
b. Testing	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>11. Miscellaneous</b>				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel			\$0.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
<b>SECTION SUBTOTAL</b>				<b>\$0.00</b>
<b>SECTION TOTAL</b>				<b>\$0.00</b>
<b>GRAND TOTAL</b>				<b>\$10,925.00</b>