

FINANCE COMMITTEE AGENDA
April 22, 2024
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 24-090-4/22 – Budget Amendments
 - a. #2024-024
3. 24-091-4/22 – Amend S&B Code 31.13 – Vacation Pay
4. 24-092-4/22 – 2023 Annual Report – Job Creation Grant Program
5. 24-093-4/22 – Job Creation Grant for Sandridge Food Corporation
6. 24-094-4/22 – ODOT Cooperative Purchase – Sodium Chloride (Rock salt)
7. 24-095-4/22 – Grant Application – OBWC – Safety Grant for Traffic Signal Units
8. 24-096-4/22 – Exp. Over \$20,000 – R&T Fence – Parks Dept.
9. 24-097-4/22 – Amend 943.11 – Schedule of Charges and Fees – Cemetery
10. 24-098-4/22 – MCDAC Grant Application – Police Dept.
11. 24-099-4/22 – Exp. Over \$20,000 – Paul Davis Restoration – PY20 CHIP

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 24-090-4/22 – Budget Amendments
- 24-091-4/22 – Amend S&B Code – Vacation Policy
- 24-092-4/22 – 2023 Annual Report – Job Creation Grant Program
- 24-093-4/22 – Job Creation Grant for Sandridge Food Corporation
- 24-094-4/22 – ODOT Cooperative Purchase – Sodium Chloride (Rock Salt)
- 24-095-4/22 – Grant Application – OBWC – Safety Grant for Traffic Signal Units
- 24-096-4/22 – Expenditure Over \$20,000 – R&T Fence – Parks Dept.
- 24-097-4/22 – Amend 943.11 – Schedule of Charges and Fees – Cemetery
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- 24-099-4/22 – Expenditure Over \$20,000 – Paul Davis Restoration – PY20 CHIP

4/22/24

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 24-090-4/22
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO.
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0707-52215	Gen admin - contractual	500.00		X	Donation - Eclipse fireworks - Medina Chamber
		138-0462-52215	PY22 CDBG-CHIP - Contractual	3,750.00		x	PY22 lost enc
		147-0652-53322	FY22 airport	5,775.00		x	airport grant
		167-0705-53315	ct clerk computer - tools / minor	4,000.00		X	app for computers / scanners
		169-0716-54412	muni court - bldg	720,000.00		x	cover design svcs
		380-0690-54414	Medina St Bridge - OPWC	57,770.05		x	Medina St Bridge
		389-0110-53322	unanticipated cap / maint of facilities	24,400.00		X	Fire St#1 roof replacement
		574-0358-52215	contractual	2,000.00		x	cle clinic wellness funds - cy24
		574-0358-52232	eq rental	3,000.00		x	cle clinic wellness funds - cy24
		574-0358-53313	op supplies	7,000.00		x	cle clinic wellness funds - cy24
		574-0358-53315	tools / minor	8,000.00		x	cle clinic wellness funds - cy24
		821-0230-54412	Cemetery - bldgs/ structures	120,000.00		X	Spring Grove Columbarium #3
108-0610-54414	st repair - bridges	108-0690-54414	Medina st bridge	15,079.95	x		Medina St Bridge project
171-0743-52214	arpa - advert	171-0301-52215	arpa - pk maint	6,000.00	x		Cover arpa project
			Total increases to funds:	956,195.05			
			Total reductions to fund:				
			Total transfers within funds:	21,079.95			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 4/16/2024

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 90-24

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 24-091-4/22

FROM: Keith H. Dirham
DATE: Friday, April 12, 2024
SUBJECT: Vacation Policy Update - Amend S+B Code 31.13

Committee: Finance

SUMMARY AND BACKGROUND:

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

Per the discussion at the Finance Committee Meeting on Tuesday, April 9, I respectfully request that the Council consider updates to the City of Medina Vacation Policy. The Policy is set out in Section 31.13 which is attached. I request the following changes:

1. Eliminate Sections H through N in Section 1. These are duplicates of A through G.
2. Eliminate Sections E and F in Section 2. These are out of date as they were one-time changes made during the COVID year.
3. Eliminate the last sentence of Section A in Section 1, this sentence currently states: "Employees shall not be able to take vacation until completion of one (1) year of service."
4. Add a new Section 1 A 1 to state: "Subject to the discretion of the appointing authority, employees within their first year of employment may use vacation time which they have not yet accrued provided that such time used will be earned by the end of the employee's first year of employment."
5. At the end of Section 3, add the words: "subject to the following restrictions".
6. Add a new Section 3 A to state: "If an employee terminates employment before serving one (1) full year with the City, he/she will receive no vacation pay. Any vacation paid to an employee within the first year of employment shall be repaid to the City if an employee terminates employment before serving one (1) full year with the City."

The portion of the Medina County Policy Manual dealing with vacation is attached. My #6 request above is patterned after the County's policy E 2.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

SECTION 31.13 VACATION

Section 1. Effective December 1, 2020, each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

- A. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- B. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- C. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- D. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- E. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- F. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- G. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
- H. An employee with less than five (5) years of service shall earn vacation with pay at the rate of 3.077 hours per pay period with a maximum earning of two (2) basic work weeks, and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.
- I. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.

- J. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
 - K. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
 - L. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
 - M. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
 - N. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.
- (Ord. 102-20, 203-20)

Section 2. General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Department Head is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Section 31.09.
- D. The vacation period is from the first day of the calendar year through the last day of the calendar year.
- E. For the year 2020, the requirement that employees take off three weeks before being compensated for unused vacation described in Section A shall be waived at the discretion of the appointing authority of the employee.
- F. For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.

(Ord. 79-17, 130-17, 102-20, 203-20, 200-21)

Section 3. Vacation Benefits For Employment Termination. An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation he may have been eligible to receive if not already taken at the time of his termination.

Ord. 79-17

REQUEST FOR COUNCIL ACTION

No. RCA 24-092.4/22
Committee Finance Only

FROM: Kimberly Marshall

DATE: April 16, 2024

SUBJECT: Job Creation Grant Program – 2023 Annual Report

SUMMARY AND BACKGROUND:

In 2007 Council established a Job Creation Grant Program to be more competitive when attracting new businesses and retaining existing businesses. The program offers an incentive to eligible companies to establish or expand in the City of Medina and to create and retain jobs. The City offers an eligible company an annual grant payment based upon a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina. (Reference Ordinance 154-07). However, the program is funded from non-income tax generated revenues.

In 2014 Council modified the program to allow for smaller eligible businesses to take advantage of the program (Reference Ordinance 194-14)

Would like to provide an annual report at Council Finance Committee Meeting.

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**



Job Creation Grant Program – 2023 Annual Report
Kimberly Marshall, Economic Development Director
Medina City Council Meeting
April 22, 2024

Job Creation Grant Program 2023 Annual Report

General Program Information

Total number of JCG Agreements authorized since program inception

25

Total number of JCG Agreements in affect as of 12/31/2023

12

Total number of JCG Agreements approved during the 2023 calendar year

1

Total number of JCG Agreements that received final payment during the 2023 calendar year

1

Job Creation Grant Program 2023 Annual Report

Business Development Committee

Total number of JCG Agreements monitored by Economic Development Dept for the 2023 calendar year	11
Total number of Agreements determined to be in compliance	10
Number of JCG Agreements for which the BDC made a Recommendation to Council	1
Number of JCG Agreements rescinded and/or withdrawn since inception of program	5
Number of JCG Agreements modified since inception of program	5

Job Creation Grant Program 2023 Annual Report Grant / Project Projections Since Inception of Program

Investment
\$258,879,100

Creating

New Jobs
983

New Payroll
\$41,536,966

Job Creation Grant Program 2023 Annual Report

Actual New Jobs & Payroll Since Program Inception

Full Time Jobs	Part Time Jobs	New Payroll
1,341	122	\$81,101,648.71

This equates to

Payroll Withholdings of
\$1,103,770.61
(income tax for the city)

REQUEST FOR COUNCIL ACTION

No. RCA 24-093-4/22
Committee Finance

FROM: Kimberly Marshall

DATE: April 15, 2024

SUBJECT: Job Creation Grant for Sandridge Food Corporation

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into a Job Creation Grant agreement with Sandridge Food Corporation for the purpose of renovating their facility located at 820 Lafayette Rd to allow for expanded sales and marketing departments.

Sandridge Food Corporation will have a total investment of \$2,500,000 for the facility improvements.

Sandridge Food Corporation has committed to creating 10 new full-time positions and new payroll of \$600,000 to the City of Medina at the following schedule:

Year 2025 - 3 new FT positions

Year 2026 - 3 new FT positions

Year 2027 - 4 new FT positions

The agreement will provide Sandridge Food Corporation with a grant up to 40% of new payroll taxes to the City of Medina for three years.

The agreement is subject to Law Director's review and approval.

As a reminder to council and the public, grant payments are funded through non-income tax generated revenue.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. 001-0748-56613

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

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

EXHIBIT A

GRANT# JCG26-Sandridge Food Corp.
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Sandridge Food Corporation, with its main offices located at 133 Commerce Drive, Medina, OH 44256 (hereinafter referred to as "Company"), and is dated as of _____.

WITNESSETH:

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

WHEREAS, Sandridge Food Corporation, is desirous of renovating their facility in the City of Medina located at 820 Lafayette, Medina, Ohio to create 10 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Sandridge Food Corporation, with incentives available for the development of the PROJECT; and

WHEREAS, Sandridge Food Corporation, has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Sandridge Food Corporation, has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

- A. Sandridge Food Corporation shall renovate a facility located at 820 Lafayette Road, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$2,500,000.00** (dollars) the PROJECT.

- B. The PROJECT will involve a total investment, plus or minus 10%, by Sandridge Food Corporaton, as follows:

1. Improvements to Existing Buildings	\$	<u>2,200,000.00</u>
2. Furniture & Equipment	\$	<u>300,000.00</u>
TOTAL	\$	2,500,000.00

- C. Improvements to facility will begin approximately April, 2024 and will be completed approximately November 2024.

3. Job Creation and Retention.

- A. Sandridge Food Corporation shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 10 new full-time permanent job opportunities in the City of Medina.

- 1) Sandridge Food Corporation schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	3 (2025)
2	3 (2026)
3	4 (2027)

- B. The job creation period begins approximately January, 2025 and all jobs will be in place by December 2027.

- C. The Company currently has 703 employees in the City of Medina. In total, the Company has 703 full-time permanent employees in the State of Ohio.

- D. The increase in the number of employees new to the City of Medina will result in approximately \$600,000.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$49,600,000.00

4. Issuance of Grant.

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

<u>Years</u>	<u>Amount of Grant as a Percentage Payroll Taxes New to Medina</u>
3	40%

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$3,750.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, Sandridge Food Corporation must retain full time permanent jobs existing in Medina prior to the Agreement.

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

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

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

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2027. The initial grant payment shall be made by approximately July 1, 2028 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Sandridge Food Corporation to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Sandridge Food Corporation is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If Sandridge Food Corporation requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Sandridge Food Corporation to advise the Economic Development Director of the filing extension.

- C. Use of Grant Payments. Grants shall be allocated by Sandridge Food Corporation for land acquisition, building acquisition, purchase of

machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. Sandridge Food Corporation shall pay all taxes and shall file all tax reports and returns as required by law. If Sandridge Food Corporation fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Sandridge Food Corporation shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Sandridge Food Corporation compliance with the Agreement.
8. Maintenance of Grant.
 - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
 - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Sandridge Food Corporation materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Sandridge Food Corporation certifies that at the time this Agreement is executed, Sandridge Food Corporation does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Sandridge Food Corporation is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Sandridge Food Corporation currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Sandridge Food Corporation For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Sandridge Food Corporation is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

12. Termination or Modification of Incentives.

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

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if Sandridge Food Corporation fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if Sandridge Food Corporation has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Sandridge Food Corporation the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.

F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:

- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
- 2) In the event that Sandridge Food Corporation vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

G. Sandridge Food Corporation or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of Sandridge Food Corporation or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If Sandridge Food Corporation merges with another entity or
- (iii) If Sandridge Food Corporation substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of Sandridge Food Corporation or its successor entity to perform substantially the obligations of Sandridge Food Corporation under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Sandridge Food Corporation" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of Sandridge Food Corporation's board of directors.

H. Each provision for modification or termination hereunder shall not affect Sandridge Food Corporation's obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Sandridge Food Corporation shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Sandridge Food Corporation has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to: Director of Law– City of Medina
Gregory Huber
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

If to _____ to:

Sandridge Food Corporation

Richard Sisko, Chief Strategy Officer
133 Commerce Dr.
Medina, OH 44256

or such other address as may be noticed.

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

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Sandridge Food Corporation, by Richard Sisko, Chief Strategy Officer, have caused this instrument to be executed on the _____ day of _____, 2022.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

By: _____

Title: _____

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

DIRECTOR OF LAW— CITY OF MEDINA

By: _____

Date: _____

REQUEST FOR COUNCIL ACTION

COYNE 4-15-24

No. RCA 24-094-4/22

Committee Finance

FROM: Nino Piccoli

DATE: April 12, 2024

SUBJECT: SODIUM CHLORIDE (ROCK SALT) PURCHASE AGREEMENT (018- 24)

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization for participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of Sodium Chloride (Rock Salt) for the 2024- 2025 Winter season.

Suggested Funding:

- Sufficient funds in Account No. 102-0615-53312/103-0615-53312
- Transfer needed from Account No. To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES

Reason: The City received the contract announcement April 11, 2024, Must be submitted May 3, 2024

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord. /Res.

Date:

Nino Piccoli

From: Office of Contracts <Do.Not.Reply@dot.state.oh.us>
Sent: Friday, April 12, 2024 4:32 PM
To: Nino Piccoli
Subject: ODOT Salt Participation/Ordinance Submission Receipt

Participation Form Submitted for City of Medina on 4/12/2024 4:32:25 PM

The Ohio Department of Transportation has received your Salt Participation/Ordinance form for **City of Medina** in **Medina** County. Thank you for submission. Please verify the following information for accuracy and consider this email receipt of your requested tonnage. Resolutions are also required to participate in this contract.

Medina - City of Medina

Authorized Person: Nino Piccoli
Contact for Ordering: Nino Piccoli
Telephone Number: 3307229082
Email Address: npiccoli@medinaoh.org

Tons Requested: 1700

If you have any questions or if any of the submitted information is incorrect please contact contracts.purchasing@dot.ohio.gov.

*** NOTE: Receipt of this email ensures we have received your submission.

Thank you for your participation.

DEADLINE TO SUBMIT SALT 2024-2025 RESOLUTION/ORDINANCE PARTICIPATION FORM: Friday, May 3rd (Updated 04/02/2024)

At this time, we have not made any decision on the POST or OPEN date of the next salt contract.

Each Political Subdivision **must** submit this electronic order form (BELOW) AND attach an approved, completed, and signed Resolution/Ordinance for the ODOT Salt Contract to be included in the Department's bidding opportunity for road salt. Upon the Director of ODOT's award of the contract, you will be bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested on this participation form.

We understand that it may not be possible for Local Municipalities to meet and obtain a signed resolution by the May 3rd deadline. ODOT will work those Local Municipalities that are unable to obtain a signed resolution by the deadline. However, we recommend that you submit the requested quantity through the electronic application as soon as you have determined this amount. This will allow us to gather your information and include it with the contract. A signed copy of the resolution should be submitted upon collection of the required signatures.

[Link to Required Resolution/Ordinance Language](#)

1) You **cannot** use previously submitted or approved resolutions/ordinances. No exceptions.

2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018-25), you will be included in the Department's bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested.

3) Submission Receipt

Each Political Subdivision will receive a "submission receipt" via email verifying submitted tonnages. It is each Political Subdivision's responsibility to verify this information has been received and that all information is correct.

4) HOW TO MAKE CHANGES TO AN ALREADY SUBMITTED PARTICIPATION FORM

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Friday, May 3rd, 2024**. To make changes to an already submitted form you must re-submit the **ENTIRE FORM WITH ALL INFORMATION FILLED OUT** (including attached resolution/ordinance) and it will automatically overwrite the information you had previously submitted.

Salt Resolution/Ordinance Participation Form

Thank you for your submission.

County: Medina

Political Subdivision: City of Medina

City: Medina

Authorized Person: Nino Piccoli

Authorized Person Email: npiccoli@medinaoh.org

Ordering Contact: Nino Piccoli

Ordering Contact Email: npiccoli@medinaoh.org

Ordering Contact Phone: 3307229082

Billing Contact: Nino Piccoli

Billing Contact Email: npiccoli@medinaoh.org

Billing Address (Include CSZ): 132 N Elmwood Ave

Tons Requested: 1700

1st Stockpile Address - Include Zip: 44256-1827

QUOTE

QUOTE NO
22831



1126 Ferris Road, Amelia, OH 45102
4080 Industrial Lane, Beavercreek, OH 45430
16000 Miles Road, Cleveland, OH 44128

Phone: (513) 943-6100 Fax: (513) 943-6106
Phone: (937) 912-9590 Fax: (937) 912-9593
Phone: (216) 283-8040 Fax: (216) 283-8041

TO: Nino Piccoli
City of Medina
Street Department
P.O. Box 703
Medina, OH 44258-0703
(330) 350-2857
npiccoli@medinaoh.org

QUOTE DATE	VALID THRU	FOR	PAGE	
12/8/2023	1/6/2024	Portable Traffic Signals	1	

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
00723-F	2ea	Item # 1-01 PTS Type TR1 (Trailer Mounted), Horizon Signal Technologies	31000.00ea	62,000.00*
		ODOT STATE PURCHASE CONTRACT 090-23		
	1	Freight	1,100.00	1,100.00*
			TOTAL AMOUNT 63,100.00	

If you have any questions please contact me via cell or email.

Thank you,

Ethan
C: (216) 854-0344
Email: ethanr@aasafetyinc.com

* means item is non-taxable

Nino Piccoli

From: Ethan Rogers <EthanR@aaafetyinc.com>
Sent: Monday, April 8, 2024 10:39 AM
To: Nino Piccoli
Subject: Quote #22831 - City of Medina
Attachments: Quote 22831.pdf

Nino,

Please see the attached quote for the portable traffic signals we discussed last week. Let me know if you have any questions or need anything else. Thanks!



Ethan Rogers
Territory Sales Representative

(216) 854-0344
ethanr@aaafetyinc.com
aaafetyinc.com





SQ3TS[®] System

The most advanced portable traffic signal, ever.

NEMA TS-5 Type TR1 Portable Traffic Signal System

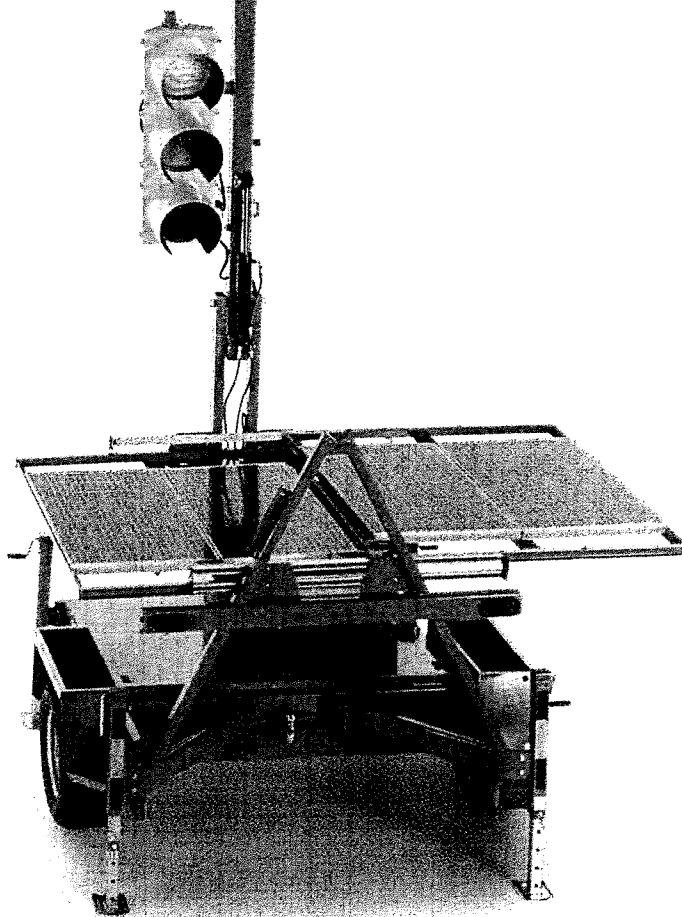
Approved by more State DOTs than any other PTS, the SQ3TS Trailer-Mounted PTS is the most dynamic and dependable portable traffic signal available today. With an industry-leading 100-mph wind load, and a 25-year design life, the SQ3TS Portable Traffic Signal is the temporary traffic control workhorse that you can rely on year after year. From a simple one-lane bridge repair project, to complete intersection control, the SQ3TS System has you covered, under even the most demanding conditions.

The SQ3TS Portable Traffic Signal exceeds NEMA TS-5 specifications for Type TR1 PTS, and is available with a wide range of add-on components to meet any project requirements.

“We could not be happier with the SQ3TS”

Tad Brooks,
Vice President - LMC Safety Barricade Corp.

ETHAN R@AASafety INC. - COM
216-854-0344



Specifications

Signal Lamp	12" (300 mm) diameter LED
Signal Arm Extension	68 to 180" (173 to 457 cm)
Solar Charge	600W min
Power Source	12V / (16) 6V batteries
Tow Height	89" (226 cm)
Trailer Width	85" (216 cm)
Trailer Weight	3,500 lb. (1587 kg)

SQ3TS features

- Heavy-duty trailer with 25-year design life
- Dual-Processor Malfunction Management System
- Withstands sustained winds of 100 mph, gusts up to 110 mph
- 10-year structural warranty on trailer
- Lifting Ring for easy signal placement
- Hydraulic lift system
- 30 days run time on batteries alone
- Up to 14 phases of traffic per system
- Tandem-tow trailers
- Exceeds NEMA TS-5 requirements for Type TR1 PTS
- MUTCD Compliant

Available options

Video Monitoring — PTZ camera gives a live look at traffic with resolutions up to full 1080 HD, and up to 60 frames per second.

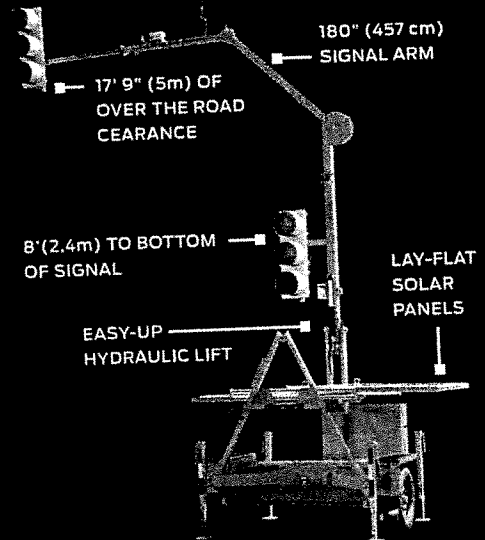
15-Foot Extension arm — Longer extension arm for greater horizontal reach on SQ3TS trailer. Ideal for 2-lane applications.

Advanced Remote Monitoring — Receive text and/or email alert notifications of signal operation and battery voltage levels.

Wireless knockdown — Allows signal to operate in conjunction with a standard street corner control cabinet.

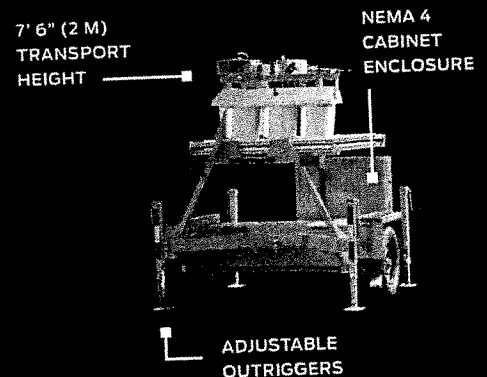
Pre-emption System — Recognizes emergency vehicles and provides earliest safe green indications.

Wait Time & Status Display — Informs motorists of wait time before next green indication.



Easy to deploy

The SQ3TS Portable Traffic Signal is equipped with a one-touch, easy-up hydraulic lifting system to make deployments simple.



Distributed by

HORIZON
SIGNAL

CONTACT US

800.852.8796
horizonsignal.com
5 Corporate Blvd
Reading, PA 19608

REGIONAL SUPPORT CENTERS

Philadelphia, PA
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Advancing
work zone safety



ISO 9001:2015 Certified Quality
Management System
Certified by SRI Registrar

RCA 24-096-4/22
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: 4/16/2024

Department: Parks

Amount: \$20,760.00

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

Account Number: 104-0309-54411

Vendor: R&T Fence Inc. #R00031

Department Head/Authorized Signature: 

Item/Description:

Remove and replace all baseline fencing on Field #1 and Field #2 at Ray Mellert Park.

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.



8885 STATE ROUTE 14 STREETSBORO, OH 44241
AKRON: 330.626.5170 CLEVELAND: 216.663.0979 FAX: 330.626.3331

Proposal To: City of Medina
Attn: Kurt Gehring Jansen Wherly
Email: kgehring@medinaoh.org
Phone: 330-350-2034

Date: 4-16-24
Contact: Kirk

Job Location: Ray Mallet park Medina OH

Proposal for the following fence work:

Field 2 – Remove all baseline fencing and replace with 90' runs of 6' high galvanized fence in front of 1st base and 3rd base dugouts with new 6' high industrial grade galvanized steel chain link fence with top rail and bracing. All LG40 weight galvanized steel pipe with 3" terminal posts, 2 1/2" line posts and 1 5/8" rail with 9 gauge wire. **\$10,380.00**

Field 1 – Replace 90' of 6' high galvanized fence in front of 1st base and 3rd base dugouts with new 6' high industrial grade galvanized steel chain link fence with top rail and bracing. All LG40 weight galvanized steel pipe with 3" terminal posts, 2 1/2" line posts and 1 5/8" rail with 9 gauge wire. Remove all old chain link on both baselines. **\$10,380.00**

Administration: R&T Fence Company Inc. always carries workers' compensation and general liability insurance (copies of certificates available upon request).

Property lines/Survey: R & T Fence Company Inc. DOES NOT ASSUME any responsibility concerning property lines. If property pins cannot be located it is recommended the customer have the property surveyed.

Fence location: Fence location will be the customer's responsibility. Clear working area for erection of the fence is to be provided by the customer unless otherwise noted on this paperwork and charged accordingly.

Ground Area: Ground area is assumed to be free of underlying rock. Foundations or any material that would interfere with normal digging and necessitate use of drilling or blasting equipment will be at an additional charge.

Underground lines or objects: R & T Fence Company, Inc. assumes NO RESPONSIBILITY FOR ANY UNMARKED BURIED LINES OR OBJECTS. THIS INCLUDES ANY UNMARKED POOL OR SPRINKLER LINES. The customer will assume all liability for any damages caused by directing R&T Fence Co, Inc to dig in the immediate vicinity of any utilities.

Commencement of Project: If you wish to turn this "Estimate" into a "Work Order", simply sign below, and remit along with your deposit to:

R & T Fence Company, Inc.
8885 State Route 14
Streetsboro, OH 44241

*Upon receipt of the signed contract and deposit, materials will be promptly ordered and scheduled for installation (weather permitting).

Payment Terms: Half down for deposit, balance due in full upon completion of work.

Final Billing: The final billing will be based on the actual footage of fencing built and the work performed. Additional charges for any extra work not covered in this contract along with any additional charges will become payable upon completion of work. A finance charge of 1.5% per month (or a minimum of \$1.00) which is an annual percentage rate of 18% shall be applied to accounts that are not paid within 30 days unless different terms have been arranged with an officer of R & T Fence Company, Inc.

ALL MATERIALS WILL REMAIN THE PROPERTY OF R&T FENCE COMPANY INC. UNTIL ALL INVOICES PERTAINING TO THIS JOB ARE PAID IN FULL. RIGHT OF ACCESS AND REMOVAL IS GRANTED TO R&T FENCE CO., INC. IN THE EVENT OF NONPAYMENT UNDER THE TERMS OF THIS CONTRACT. THE CUSTOMER AGREES TO PAY ALL INTEREST AND ANY COSTS INCURRED IN THE COLLECTION OF THIS DEBT.

Acceptance of Proposal: This quote is valid for 30 days unless otherwise stated.
The above prices, specifications, and conditions are satisfactory and are hereby accepted. R & T Fence Company, Inc. is



8885 STATE ROUTE 14 STREETSBORO, OH 44241
AKRON: 330.626.5170 CLEVELAND: 216.663.0979 FAX: 330.626.3331

authorized to do the work as specified. Payment will be made as outlined above.

Signature of Acceptance: _____ Date: _____

REQUEST FOR COUNCIL ACTION

No. PCA 24-097-4/22
Committee: Finance

FROM: Jansen Wehrley ^{JSW}
DATE: April 16, 2024
SUBJECT: Amend Ordinance 181-21 Section 943.11 Schedule of Charges and Fees- Cemetery

SUMMARY AND BACKGROUND:

The Cemetery Department respectfully requests Council to amend Ordinance 181-21. An ordinance amending section 943.11 of the codified ordinances relative to the Schedule of Charges and Fees for the Spring Grove Cemetery.

Construction of Columbarium #3 is underway and we need to amend the costs for a columbarium niche in order to prepare for the construction of a fourth columbarium wall. Forecasted lot sales revenue from Columbarium #2 caused a shortfall for Columbarium #3. The rising construction costs for Columbarium #3 has resulted in a need to significantly increase the price per niche.

Additionally, we are also requesting to increase the lot transfer fee, increase the foundation fees, add an administrative fee for all columbarium niches sold back to the City, and add a fee for replacement niche covers.

These changes were reviewed and unanimously approved by the Cemetery Commission at their regularly scheduled meeting on April 2, 2024.

See attached.

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:

ORDINANCE NO. 181-21

AN ORDINANCE AMENDING SECTION 943.11 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SCHEDULE OF CHARGES AND FEES FOR SPRING GROVE CEMETERY AND REPEALING ORDINANCE NO. 58-18, PASSED SEPTEMBER 12, 2023

WHEREAS: Section 943.11 of the codified ordinances of the City of Medina, Ohio presently reads as follows relative to the Schedule of Charges and Fees for 2023 Spring Grove Cemetery:

943.11 SCHEDULE OF CHARGES AND FEES.

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8			
Baby Section: Single grave only, available in sequential order			
INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) Approved Holidays Passed on 12-11-2017 Ord. 184-17
Adult	\$600.00	\$900.00	\$1,200.00
Cremains Section	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt Sealing	\$250.00	\$350.00	\$500.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00

FOUNDATION FEES:	
A fee of \$0.50 shall be charged per square inch of surface material of concrete. All footers shall have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.	
COLUMBARIUM/NICHE WALL: (cremains interments only)	
CLBM-1 One (1) Niche - \$950.00 CLBM-2 One (1) Niche – Top Row - \$1,350.00 CLBM-2 One (1) Niche – Middle Row - \$ 1,250.00 CLBM-2 One (1) Niche – Bottom Row - \$ 1,150.00 Interment - \$350.00 per opening (max. two (2) per Niche) Engraving - actual cost	
ADDITIONAL SERVICES :	
<ol style="list-style-type: none"> 1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules. 2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service. 3. There shall be a \$50.00 Transfer of Lot Fee for all lot transfers. 	

NOTE: NOTICE OF NOT LESS THAN FORTY-EIGHT (48) HOURS SHALL BE GIVEN FOR OPENING OF A GRAVE. PER CITY ORDINANCE NUMBER 943.04-J

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

SEC. 1: That Section 943.11 of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows pertaining to Columbarium/Niche Wall pricing for Spring Grove Cemetery:

943.11 SCHEDULE OF CHARGES AND FEES.

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8 and Section 16			
Baby Section: Single grave only, available in sequential order			

INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) Approved Holidays Passed on 12-11-2017 Ord. 184-17
Adult	\$600.00	\$900.00	\$1,200.00
Crema ins Section	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt Sealing	\$250.00	\$350.00	\$500.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Crema ins	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00
FOUNDATION FEES:			
A fee of \$0.50 \$0.75 shall be charged per square inch of surface material of concrete. All footers shall have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.			
COLUMBARIUM/NICHE WALL: (crema ins interments only)			
CLBM-1 One (1) Niche - \$950.00 CLBM 1 and CLBM-2: SOLD OUT			
CLBM-2 One (1) Niche - Top Row - \$1,350.00 CLBM- One (1) Niche - Top Row - \$3,250.00			
CLBM-2 One (1) Niche - Middle Row - \$1,250.00 CLBM- One (1) Niche - Middle Row - \$ 2,750.00			
CLBM-2 One (1) Niche - Bottom Row - \$ 1,150.00 CLBM- One (1) Niche - Bottom Row - \$ 2,250.00			
Interment - \$350.00 per opening (max. two (2) per Niche) Inurment (max. two urns (2) per niche)			
Engraving - actual cost			
ADDITIONAL SERVICES :			
<ol style="list-style-type: none"> 1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules. 2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service. 3. There shall be a \$50.00 \$100.00 Transfer of Lot Fee for all lot transfers. 4. There shall be a \$250.00 administrative fee for all columbarium niches sold back to the City. 5. There shall be a \$600.00 charge for replacement niche covers, as applicable. 			

NOTE: NOTICE OF NOT LESS THAN FORTY-EIGHT (48) HOURS SHALL BE GIVEN FOR OPENING OF A GRAVE. PER CITY ORDINANCE NUMBER 943.04-J

CLBM-2 2018				MAUSO FUND	PERPETUAL CARE FUND	OPERATING FUND	
	WITH	CHANGED %	TO	58%	30%	12%	
ROWS	PRICES	# OF NICHS	TOTAL				TOTAL
TOP	\$1,350.00	40	\$54,000.00	\$31,320.00	\$16,200.00	\$6,480.00	\$54,000.00
MIDDLE	\$1,250.00	40	\$50,000.00	\$29,000.00	\$15,000.00	\$6,000.00	\$50,000.00
BOTTOM	\$1,150.00	40	\$46,000.00	\$26,680.00	\$13,800.00	\$5,520.00	\$46,000.00
			\$150,000.00	\$87,000.00	\$45,000.00	\$18,000.00	\$150,000.00
CLBM-3 Proposed	WITH	CHANGED %	TO	58%	30%	12%	
ROWS	PRICES	# OF NICHS	TOTAL				TOTAL
TOP	\$3,250.00	40	\$130,000.00	\$75,400.00	\$39,000.00	\$15,600.00	\$130,000.00
MIDDLE	\$2,750.00	40	\$110,000.00	\$63,800.00	\$33,000.00	\$13,200.00	\$110,000.00
BOTTOM	\$2,250.00	40	\$90,000.00	\$52,200.00	\$27,000.00	\$10,800.00	\$90,000.00
			\$330,000.00	\$191,400.00	\$99,000.00	\$39,600.00	\$330,000.00
Administrative fee- Niche sell back							\$250.00
Charge for niche cover replacement, as applicable:							\$600.00
OPEN CLOSE FEE	\$350.00	120					\$42,000.00
To recover funds lost on second wall							

Niche Covering Est.	Niche plate:	\$100.00
	Engraving	\$350.00
		\$450.00

Summary					
CAATS CONSTRUCTION		\$108,525.85			
Koppenberg Pre-cast, covers		\$29,820.00			
		\$138,345.85			
			CLBM-3	\$138,345.85	
			Short Fall	\$51,345.85	
			Actual	\$189,691.70	
			Collecting	\$191,400.00	

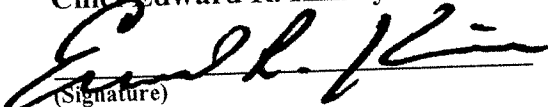
REQUEST FOR COUNCIL ACTION

No. RCA 24-098-4/22

Committee Finance

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

Mayor's Initials:


(Signature)

Guidelines: See information on back of form

Date: 4/16/24

Subject: MCDAC Grant Application and Acceptance

Summary and Background: The police department respectfully requests Council's approval of the 2024 MCDAC Grant application and acceptance of the award, which will support the MPD's School Resource Officer program collaborating with the Medina City Schools. These funds will cover the cost of salaries of all three Medina Police Departments SRO's.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account: no

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: YES

Account No: 106 Fund

Emergency Clause Requested:

No **Yes** If yes, reason: Application Date Deadline approaches May 1.

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

Section I. Cover Sheet

Implementing Agency Name: Medina Police Department

Federal Tax ID Number: Contact 34-6001856

Person's Name and Title: Mailing Edward Kinney, Chief of Police

Address: 150 W Friendship St, Medina, OH 44256

Telephone Number: 330-725-7777

Email: ekinney@medinaoh.org

Authorized Fiscal Officer's Name/Title: Mr Keith Dirham, Finance Director

Mailing Address: 132 N Elmwood Ave, Medina, OH 44256

Telephone Number: 330-722-9050

Email: kdirham@medinaoh.org

Project Director Name/Title: Sgt Sara Lynn

Project Title: 2023 School Resource Officers for Medina City Schools

Mailing Address: 150 W Friendship Street, Medina, OH 44256

Telephone Number: 330-725-7777

Email: slynn@medinaoh.org

Project Type: Funding for School Resource Officers

List each Project Location address, contact person, title and phone number:

Medina Senior High School: 777 E Union Street, Medina, OH 44256

Elisa Tedona: 330-636-3200

A.I. Root Middle School: 333 W Sturbridge Drive, Medina, OH 44256

Mrs. Cindy Grice: 330-636-3500

Claggett Middle School: 420 E Union Street, Medina, OH 44256

Mr. Brian Condit: 330-636-3600

Application Prepared by: Sgt Sara Lynn

Signature: 

Date: 4/11/24

Section II. Project Plan Narrative

Describe the project in detail. Include a general description of the project, the problems you are facing in your community, the needs of your organization, the target population of your project and any project goals and objectives you may have. Please include how you will evaluate the project and any outcome measures you will use at the completion of the project. Attach letter(s) of support from the organizations you collaborate with and your government officials.

A sworn law enforcement officer assigned as a School Resource Officer (SRO) is an integral part of the formation, development, and execution of a comprehensive school safety plan. The primary role of an SRO is to provide a safe learning environment by working collaboratively with various members of the school administration. They also respond to calls for service within the schools, document incidents, and identify at-risk students by their behaviors.

SROs typically have duties such as mentoring students and conducting presentations on youth-related issues. Another role is that of an informal counselor. Youth often look to these officers in the same way they might turn to parents or other adults in their lives. SROs build trust and foster relationships with youth through formal and informal interactions.

When youth are facing challenging issues, such as underage drinking, stressful life situations, or even the illegality of school pranks, students can trust SROs to answer questions and address problems. These relationships also allow SROs to intervene before issues escalate, refer students to appropriate resources (such as mental and behavioral services), and divert them from the juvenile justice system.

The Drug Abuse resistance Education (D.A.R.E.) program is the most comprehensive drug prevention curricula in the world taught in schools. The Surgeon General's 2016 landmark report entitled, "Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health", concluded that alcohol and drug misuse, disorders, and addiction, are pressing public health concerns. As the report states, "The good news is that there is strong scientific evidence supporting the effectiveness of prevention programs and policies." D.A.R.E. is a program the Surgeon General identified as building social, emotional, cognitive, and substance refusal skills. The primary goal of a curriculum-driven prevention programming is to encourage decisions to avoid drugs.

Section III. Project Budget

Total MCDAC Requested Amount of Funding: **\$304,914.40** Total Cost of Project: **\$304,914.40**

Applicant Cost Share of Project: **\$0**

Type of Cost	Total Project Cost	MCDAC Requested Amount	Other Source Amount
Salary	\$196,279.20	\$196,279.20	
Benefits	\$108,635.20	\$108,635.20	
Equipment Purchase/Lease			
Other (Please detail any other project costs here):			
Total:	\$304,914.40	\$304,914.40	

The above financial report reflects true and accurate information to the best of our knowledge and belief.

Fiscal Officer: *Keith H. Smith*

Date: *4/11/24*

Section III: Project Budget

A. Personnel

Position: School Resource Officer, Medina Senior High School

Name/Vacant: Nicholas MacLarren

Total Hours: 1,560 Hourly Rate: \$41.94 Total Wages: \$65,426.40

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$65,426.40	=	\$948.68
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$65,426.40	=	\$12,758.15
Health Insurance	\$2,135.10	X	9	=	\$19,215.90
BWC	.03	X	\$65,426.40	=	\$1,962.79
Unemployment		X		=	
Other	168.42	X	9	=	\$1,515.78
			Subtotal Fringes	=	\$36,401.30
			Subtotal Salary	+	\$65,426.40
			Personnel Total	=	\$101,827.70

Position: School Resource Officer, Al Root Middle School

Name/Vacant: Alan Roland

Total Hours: 1560 Hourly Rate: \$41.94 Total Wages: \$65,426.40

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$65,426.40	=	\$948.68
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$65,426.40	=	\$12,758.15
Health Insurance	\$2,135.10	X	9	=	\$19,215.90
BWC	.03	X	\$65,426.40	=	\$1,962.79
Unemployment		X		=	
Other	\$218.58	X	9	=	\$1,967.22
			Subtotal Fringes	=	\$36,852.74
			Subtotal Salary	+	\$65,426.40
			Personnel Total	=	\$102,279.14

Section III: Project Budget

A. Personnel

Position: School Resource Officer, Claggett Middle School

Name/Vacant: James Tighe

Total Hours: 1560 Hourly Rate: 41.94 Total Wages: \$65,426.40

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$65,426.40	=	\$948.68
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$65,426.40	=	\$12,758.15
Health Insurance	\$2,009.50	X	9	=	\$18,085.50
BWC	.03	X	\$65,426.40	=	\$1,962.79
Unemployment		X		=	
Other	\$180.67	X	9	=	1,626.03
			Subtotal Fringes	=	\$35,381.15
			Subtotal Salary	+	\$65,426.40
			Personnel Total	=	\$100,807.55

Position:

Name/Vacant:

Total Hours: Hourly Rate: Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Section III: Project Budget

A. Personnel

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Section III: Project Budget

A. Personnel

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Section III: Project Budget

A. Personnel

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

Position:

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	

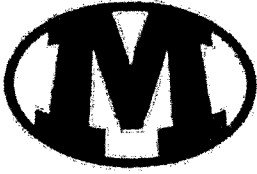
Section III: Project Budget
B. Equipment

Equipment	Purpose	Expense
Total Equipment Expense:		

Section III: Project Budget
C. Other Expenses

Please detail any expenses that are not include in the personnel or equipment sections.

Other	Purpose	Expense
Total Other Expense:		



Medina City Schools

Every Student Every Day

April 10, 2024

Superintendent

Aaron J. Sable

Assistant Superintendent

Kristine M. Quallich, Ph. D.

Treasurer

David M. Chambers

Board of Education

Jeanne M. Pritchard
President

Andrew D. West
Vice President

Joe Nichols

Rebecca Parkhurst

Amy Smoyer

To Whom It May Concern,

The Medina City School District has had a formal agreement in place for several years with the City of Medina to collaborate on the staffing of School Resource Officers (SROs) in the Medina City School District. The staff, students and families regularly speak highly of our School Resource Officers. Their presence, not only in our buildings, but in our community has strengthened the relationship of our students, families, and the community with our police department. They are an invaluable part of our school system.

We will continue to work with the Medina Police Department to support these crucial positions within our District. Please feel free to contact me if you have any additional questions.

Sincerely,

Kristine Quallich, Ph.D.
Assistant Superintendent
Medina City Schools
330-636-3092



Recognizing Potential-Maximizing Achievement

Medina
City Schools
[Medina High
School

Principal

Elisa Tedona, Ph.D.

Associate Principals

Andrew Brenner

Mitch Charvat

Brittany Hartory

Katie Porter

Athletic Director

Todd Hodkey

**Assistant Athletic
Director**

Mason Harper

To whom it may concern.

I am writing today in support of school resource officers being a part of the Medina City Schools District. Our school resource officers are not only instrumental in the safety of our building but they help build a positive and supportive culture.

School resource officers serve as a visible deterrent to potential threats, creating a safer environment for everyone in our building. Additionally, school resource officers serve as positive role models for our students. They build trusting relationships with our young scholars, offering guidance, support, and resources to help them navigate challenges and make positive choices. By fostering these connections, school resource officers contribute to the overall well-being and development of our students.

Furthermore, school resource officers are trained professionals who possess specialized skills in law enforcement and crisis intervention. In the event of an emergency, their expertise allows for a swift and effective response, which ultimately minimizes any harm.

In conclusion, our school resource officers are a huge part of our school and greater community. Not only do they maintain a safe environment for our students and teachers, but they also are embedded into our everyday lives at school. To lose our school resource officers would be devastating to our schools and community.

In partnership,

Elisa Tedona, Ph.D.
Principal
Medina High School



Recognizing Potential-Maximizing Achievement

April 15, 2024

Medina City Schools

[**Root
Middle
School**

Principal
A. I. Rood Middle School
Cindy Grice

Principal
Claggett Middle School
Brian Condit

To Whom It May Concern:

It has been my pleasure working with a School Resource Officer and the Medina City Police Department for many years and we have the utmost respect for what it has done for our students here at Medina City Schools.

The Program has many benefits as overseen by our SRO. Having an SRO establishes a positive contact with Medina Police as he encounters students on a daily basis in a safe environment. It increases the opportunity to develop a deep rapport with students and staff and have a trusted adult available. There is both the atmosphere and perception of increased safety in and around the school building, thereby decreasing the probability of inappropriate incidents.

On several occasions, the presence of an SRO has aided in decreasing response times. This includes response time in emergencies such as injuries to students, acute health situations with adults in the building, and suspicious behavior in the immediate vicinity of our building.

We appreciate that a Law Enforcement Officer can be available on a regular basis as a member of the building safety committee to provide suggestions on how to improve topics of discussion including emergency drills (fire, tornado, ALICE, etc.), safety protocols, and the use of "trauma bags".

The SRO is a source of knowledge within the building for students and staff regarding law enforcement issues, judicial processes, or any other issues that may arise. They also engage in school activities to promote both safety and security and a sense of community.

We have held the position of School Resource Officer within Medina City Schools as vital in continuing to provide a safe location to educate our students. Please feel free to contact Cindy at 330-636-3500 / gricec@medinabees.org or Brian at 330-636-3600 / conditb@medinabees.org if you have any questions.

Sincerely,

Cindy Grice
Principal
A. I. Root Middle School

Brian Condit
Principal
Claggett Middle School

RCA 24-099-4/22
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: 4/17/2024


Department: Grants-PY-20 CHIP

Amount: \$21,687.00

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

Account Number: 137-0406-52215

Vendor: Paul Davis Restoration

Department Head/Authorized Signature: 

Item/Description:

Purchase Order for the completion of CHIP Program plumbing work at 30 Circle Drive, Medina.

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.