

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-001-1/9 – Economic Development (TREX) Transfer
- 23-002-1/9 – Withdraw Job Creation Grant Agreement – Expert Crane
- 23-003-1/9 – Expenditure – Absolute Construction – CHIP Grant Rehab
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- 23-016-1/9 – Flashing Crosswalk Lights at Ashwood Lane & Reagan Parkway

OK
Do Howell
12-8-2022

REQUEST FOR COUNCIL ACTION

No. RCA 23-001-1/9

FROM: Kimberly Marshall, Economic Development Director Committee: Finance

DATE: December 8, 2022

SUBJECT: Economic Development (TRES) Transfer Form

SUMMARY AND BACKGROUND:

Kephart Fisher LLC, Attorneys At Law are representing the owners of City Barbecue, LLC located at 960 North Court Street, Medina. They have requested to transfer a D1 Liquor permit to the City of Medina from their location in Beavercreek, Ohio. The Permit Number is 15087810045. The ORC 4303.29 states that a permit can be transferred from one area to another for the purposes of an economic development project.

City Barbecue, LLC has entered into a lease for the real estate at 960 North Court Street, which was formally occupied by Dickey's Barbecue Pit. The space had been vacant since January of this year.

City Barbecue, LLC desires to sell alcoholic beverages at its locations. However, the quota for liquor permits allowing on-premises consumption in Medina is full. Therefore, City Barbecue, LLC must transfer a permit and request consent of the Medina City officials to TRES in a liquor permit.

City Barbecue, LLC will employ 4 FT and 28 PT employees and will invest \$1.7MM for internal and exterior renovations.

I am respectfully requesting council to allow the Mayor to sign the attached Ohio Department of Commerce – Division of Liquor Control – Economic Development (TRES) Transfer Form.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.

- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: **YES**

Reason: It takes a few months to get through the State of Ohio process.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Department of Commerce

Division of Liquor Control

Division Use Only	
Check #: _____	Permit # _____
# of Checks: _____	
Check Amt: _____	

ECONOMIC DEVELOPMENT TRANSFER FORM (TREX)

Ohio Revised Code 4303.29(B)(2)(b)

READ BEFORE YOU START THIS APPLICATION

Certain permits in Ohio are subject to a quota based upon a formula that factors in the total population of the city, village, or township where the permit will be issued and a ratio, specific to particular permit classes, as set forth in Ohio law (Learn more in our [Quota Resource Guide](#)). When transferring a specific quota permit (i.e., D-1, D-2, etc.) that will move locations to a NEW city, village, or township from where it is currently issued, there must be available spots in that new quota before the Division can process the transfer. If, for a particular quota permit class, there are NO spots available in the new quota, then the applicant has a few choices as discussed in our [TREX Resource Guide](#). This form covers the specific permit classes that can be TREX'd under the Ohio law provision noted at the top of this application. A few things to understand before proceeding with the TREX option are that:

- The Division can **ONLY** process the TREX transfer application if the city, village, or township where the permit will transfer to **APPROVES** the transfer as an economic development project. The city, village, or township can document its approval by signing our form below in Section E.
- **ONLY** after we receive this completed form with the transfer application will the Division Superintendent review it for processing.
- The city, village, or township, despite approving the TREX transfer can still object to the issuance of your permit at the applied for location and the applicant must still be WET ([Review our Local Option Election Guide](#) for more information) for the requested sales at that address and meet all other rules and regulations before the permit(s) can be issued at that new location.

For this form to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("*" Indicates a required field);
- Submitting this application with your Transfer Application; and
- Securing signatures from the appropriate local government officials listed below.

SECTION A – Issued Permit Holder Information (i.e. Seller) <i>* This section MUST be completed.</i>	
* Issued Permit Holder's Business Name as on File with the Division: City Barbeque LLC	* Issued Permit Holder #: 15087810045

SECTION B – New Business Owner's Information (i.e., Buyer) <input checked="" type="checkbox"/> N/A-Seller REMAINS the owner and is ONLY moving locations. <i>* ONLY fill out this section if the ownership and location is changing.</i>
* Business Entity or Sole Proprietor Name ("Applicant") (MUST match name listed on transfer application):

Section C – New Permit Premises Address Information <i>* This section MUST be completed.</i>		
* New Permit Premises Address: 960 N. Court St.		
* New Township (if outside city limits):	* New City: Medina	* New County: Medina

SECTION D -- Transferred Permits subject to TREX

* This section identifies the permit classes that are being transferred into a **NEW** city, village, or township, consistent with the Transfer Application, that **REQUIRE TREX sign-off** from the local government official that signed below.

* Select the Permit Type(s) being transferred that need to be TREX'd:

- C-1 C-2 D-1 D-2 D-3 D-5

* Note – there may be other permit types, like a C-2X, D-3A, or D-6, that are also part of your transfer that are not listed above. Your complete transfer listing needs to be identified on your transfer application (DLC 4120) that you must send with this signed TREX form.

Remember this form is **ONLY** for those permit classes that are subject to the quota and would require TREX sign-off because there are no permits available for the given class in the **NEW** locality when the transfer is filed. For example, you can be transferring a D-1, D-2, D-3 permit from City A to City B. In City B, there are D-1 and D-3 permits available, but no D-2 permits. In this situation, the only permit class that would **REQUIRE TREX sign-off** is the D-2.

Section E – Information that MAY be Used to Determine if the Transfer is an Economic Development Project

R.C. 4303.29(B)(2)(b)(ii) lists several factors the local legislative authority (City, Village or Township) can use when determining if it should approve this transfer as an Economic Development Project. While the law provides broad discretion to the legislative authority when making this decision, **SOME** factors that may be useful to the legislative authority in making its decision, include the:

- Total amount invested in this project: \$ 1,761,000
- Total number of jobs that will be created by this project: 4 FT./28 PT.
- Existing or estimated Tax Revenue generated by this project:
 - Ohio Unemployment Tax \$ 6,120
 - Property Tax \$ 33,782
 - Sales Tax \$ 115,000
 - State Withholding Tax \$ 32,000
 - Other: _____ \$ _____

You may also be asked to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), or a copy of building plans/drawings outlining any construction plans.

Section F – Applicant Signature

* This section **MUST** be signed by either the applicant in:

- Section A if the seller **REMAINS** the owner of the permit and is **ONLY** moving the permit address to a **NEW** city, village, or township from where it is currently issued; **OR**
- Section B if the ownership of the permit is changing **AND** the new permit address will be in a **NEW** city, village, or township from where the permit is currently issued.

By signing below, I certify and understand that:

- I have authority to execute this document;
- The information provided is true, correct, and complete to the best of my knowledge and belief;
- Failing to complete this form, consistent with the above listed instructions, will result in this form and/or transfer application being returned to me, unprocessed, until a corrected, complete application is received by the Division;
- During the review of this form and/or my transfer application, further documentation may be needed, and I agree to comply timely and understand that failure to comply could delay the processing of my application;
- Even if the city, township, or village approves my TREX transfer application, the Division **MUST** still notify the applicable legislative authority about your transfer application and that legislative authority has the right to object to the issuance of the permit even for those permit classes that it approved as part of this TREX process; **AND**
- If this TREX form is required, the Division **CANNOT** process the transfer application until it is submitted with this completed (in its entirety) and signed form.



(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Shareholder or Member)

Diane D. Reed

(Please Print Name)

CFO/Treasurer

(Title)

11-30-22

(Date)

5517 Santa Anita St., Dublin, Ohio 43016

(Street Address, City, State, Zip Code)

(614) 583-0999

(Telephone with Area Code)

SECTION G – NEW City, Village, or Township Signature

* This section MUST be completed by the City, Village or Township in which this Economic Development Project (TRES) will be located. Legislative officials who can sign this section are, as applicable, the/a:

- Mayor,
- City Council Member,
- Law Director,
- Clerk of Council,
- Township Fiscal Officer,
- County or Township Trustee Board Member; or
- Other legislative office holder not specified with the authority to act on behalf of the applicable jurisdiction where the permit will be located.

THE APPLICANT MUST PROVIDE AN EXECUTED COPY OF THIS FORM WITH ITS TRANSFER APPLICATION.

The City, Village or Township of _____ has considered the above-named applicant's TRES application consistent with the factors outlined in R.C. 4303.29(B)(2)(b) and hereby agrees and accepts that this transfer will be an economic development project within its jurisdiction.

By signing this form, I, the city, village, or township official listed below, acknowledges and understands that:

- I have the authority on behalf of my local government to sign this form;
- My signature, on behalf of my jurisdiction, means the Division can continue to process the applicant's transfer application for the applicable TRES'd permit classes;
- The city, village, or township will still be notified about the potential issuance of this permit and that it retains the right to object to this transfer for any and all permit classes applied for by the applicant;
- Once the applied for permit classes are transferred to the applicant within the city's, village's, or township's jurisdiction, the permit can then be transferred to other owners at the same location or to other locations within the city, village, or township by either the current or future owners subject to notice and hearing provisions under R.C. 4303.26;
- The TRES process ONLY contemplates the Division's ability to start processing the applicant's transfer application for the affected permit classes, the applicant MUST still meet any rules and regulations before the permit can be issued and the new location must also be wet for the type of permit classes that the applicant seeks to operate at the new location; and
- It is within the city, village, or township's sole discretion, consistent with Ohio law, to decide whether to approve the applicant's TRES application as an economic development project.

(Signature of Local Official specified above)

(Please Print Name)

(Title)

(Date)

(Government Email Address)

(Telephone with Area Code)

Applicant MUST submit the transfer application, this TRES form, and any other required forms to:

Ohio Department of Commerce – Division of Liquor Control
c/o Licensing New & Transfer Section
6606 Tussing Road
Reynoldsburg, OH 43068-9005

For Questions call (614) 644-3155
Or email fileinquiry@com.ohio.gov

Office Hours: 8:00 a.m. - 5:00 p.m. EST

OK
A. Hamwell
12-19-2022

REQUEST FOR COUNCIL ACTION

No. RCA 23-002-1/9

FROM: Kimberly Marshall

Committee Finance

DATE: December 19, 2022

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

SUMMARY AND BACKGROUND:

This request is for council to rescind two Ordinances relative to the Expert Crane, Inc project. Ordinance 21-22 pertains to the Developer Agreement for the company and Ordinance 29-22 pertains to the Job Creation Grant Agreement. The company has sent a formal letter stating due to unforeseen economic conditions that they will not be moving forward with their expansion project at this time.

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:



5755 Grant Ave.

Cuyahoga Heights, Ohio 44105

Phone: (800) 860-6680

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

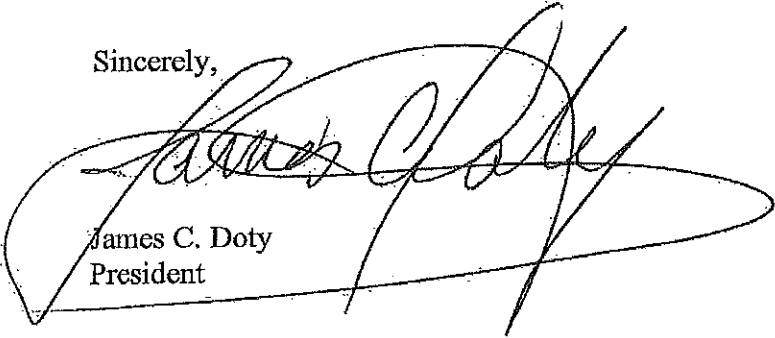
December 19, 2022

Dear Kimberly,

Due to unforeseen economic conditions, Expert Crane, Inc will not be moving forward with the expansion project in Medina at this time. We respectfully request to withdraw our Job Creation Grant Application and Agreement. We truly appreciate all the support that Medina has given us and are hopeful that when conditions improve, we will revisit the expansion project.

Thank you for your understanding and consideration in this project.

Sincerely,



James C. Doty
President

ORDINANCE NO. 21-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPER AGREEMENT WITH 5990 BRANCH ROAD LLC, AN OHIO LIMITED LIABILITY COMPANY, PERTAINING TO THE BRANCH ROAD INFRASTRUCTURE IMPROVEMENTS PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Developer Agreement with 5990 Branch Road LLC, an Ohio Limited Liability Company, pertaining to the Branch Road Infrastructure Improvements Project.

SEC. 2: That a copy of the Developer 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: February 28, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 1, 2022

SIGNED: Dennis Hanwell
Mayor

Kathy Patton
21-22
Feb. 28, 2022

DEVELOPER AGREEMENT

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

1. **The Project.** The "Project" means the plans, and subsequent undertakings to develop, upgrade, and modify land from Commerce Drive to the westerly limits of MCL 8875 in the City of Medina and/or York Township (the "Fruth-Turner Property") to accommodate industrial development including: (a) renovation of Branch Road from Commerce Drive to the westerly limits of MCL 8875 to accommodate industrial traffic, including, without limitation, grading work, and paving work ("Branch Road Renovation"); (b) installation of a storm sewer and/or ditches to drain Branch Road ("Branch Road/Storm Drainage Improvements"); (c) extension of the sanitary sewer from Commerce Drive to the westerly limits of MCL 8875 (the "Fruth-Turner Property" ("Sanitary Improvements"); (d) extension of water access from Commerce Drive to the westerly limits of MCL 8875 (the Fruth-Turner Property) including fire hydrants ("Water Improvements"); (e) construction of site improvements on Permanent Parcel No. 050-31A-26-011 ("Site Improvements"); construction of industrial structures, and other buildings, on Permanent Parcel No. 050-31A-26-011 ("Building Improvements"); (f) procuring necessary permits, easements, and licenses; and (g) all other transactions, developments, consents, licenses, and plans necessary to affect the developmental intent of the Parties with respect to the industrial development of the Fruth-Turner Property to accommodate the construction, operation and use of a manufacturing, engineering and administrative facility (collectively the "Project").
2. **City's Responsibilities.** With respect to the Project, the City will undertake and bear the costs of the following: (a) Road Renovations; (b) Branch Road/Storm Drainage Improvements; and (c) if required, at City's expense, securing the necessary easements from third parties (if applicable) necessary to complete the work related to the Project, including allowing Developer access to undertake and complete the Sanitary Improvements and the Water Improvements, and coordination of same with Medina County Sanitary Engineers.
3. **Developer's Responsibilities.** With respect to the Project, the Developer will undertake and bear the costs of the following: (a) the Sanitary Improvements; (b) the Water Improvements; (c) the procurement of completed engineered plans prepared by Alber & Rice, Inc ("A&R") or such other qualified civil engineering firm relative to the Road Renovations, Branch Road/Storm Drainage Improvements, Sanitary Improvements, Water Improvements, Site Improvements and Building Improvements; and (d) provided progress on the Project is made in accordance with the understandings set forth herein, undertake and complete the Site Improvements as well as the Building Improvements, as determined by the Developer subject to approval and performed in accordance with the City of Medina Ordinances, as amended, and procedures.
4. **Terms and Conditions of Performance.** Performance of the Developer's and the City's responsibilities must conform to the following terms and conditions: (a) all work contemplated in Sections 2 and 3 above shall be performed in accordance with the engineered plans, Title Nine of the Code of Ordinances of the City, as amended, and in accordance with Titles Eleven and Thirteen (as well as other applicable provisions) of the Ordinances of City, as amended, subject to approval by the requisite department(s) of the City of Medina for each element of the Project - which approval will not be unreasonably withheld; (b) the Parties will, in good faith, work with all necessary third parties, including, without limitation, all offices, organizations, and subdivisions of Medina County, to expediently complete

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

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

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

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

CITY OF MEDINA, OHIO:

By: D. Hanwell 3-1-2022
Name: Dennis Hanwell
Title: Mayor, City of Medina

5990 BRANCH ROAD LLC:

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

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

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

The foregoing instrument was acknowledged before me with no oath or affirmations on this 1st day of March, 2022.

Sherry A. Crow
Notary Public

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

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

Notary Public

ORDINANCE NO. 29-22

AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR EXPERT CRANE, INC.

WHEREAS: Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS: Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

WHEREAS: As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

WHEREAS: The Business Development Committee recommended the attached grant agreement for Expert Crane, Inc.

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

SEC. 1: That the Job Creation Grant Agreement #JCG23 for Expert Crane, Inc. is hereby authorized.

SEC. 2: That the Mayor is hereby authorized to execute all documentation associated with the Grant.

SEC. 3: That a copy of the Job Creation Grant Agreement is marked Exhibit A, attached hereto and incorporated herein.

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: February 28, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 1, 2022

SIGNED: Dennis Hanwell
Mayor

29-22
CO. OF
Feb 28, 2022
Kathy Patton

ORD. 29-27
Exh. A

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

EXHIBIT A

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

JOB CREATION GRANT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. Description of the Project.

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

2. Project Investment.

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

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

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

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

3. Job Creation and Retention.

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

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

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

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

4. Issuance of Grant.

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

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

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

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

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

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

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

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2025. The initial grant payment shall be made by approximately July 1, 2026 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Expert Crane, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Expert Crane, Inc. to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Expert Crane, Inc. is not able to meet its Year 1 projections by December 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 Expert Crane, Inc. 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 Expert Crane, Inc. requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Expert Crane, Inc. to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by Expert Crane, Inc. for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. Payment of Taxes and Filing Reports and Returns. Expert Crane, Inc. shall pay all taxes and shall file all tax reports and returns as required by law. If Expert Crane, Inc. fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Expert Crane, Inc. shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Expert Crane, Inc. compliance with the Agreement.
8. Maintenance of Grant.
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Expert Crane, Inc. materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Expert Crane, Inc. certifies that at the time this Agreement is executed, Expert Crane, Inc. does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Expert Crane, Inc. is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Expert Crane, Inc. currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Expert Crane, Inc. For the purposes of

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

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Expert Crane, Inc. is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of Expert Crane, Inc. or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of Expert Crane, Inc. in all pertinent respects.
12. Termination or Modification of Incentives.
 - A. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
 - B. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
 - C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
 - D. If Expert Crane, Inc. fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of Expert Crane, Inc.'s breach or default.

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

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

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

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

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

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

G. Expert Crane, Inc. or successor entity shall promptly notify the City of Medina if any of the following events occur:

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

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

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

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

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

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

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

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

If to _____ to:

Expert Crane, Inc.

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

or such other address as may be noticed.

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

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Expert Crane, Inc., by James C. Doty, Owner/President, have caused this instrument to be executed on the 1st day of March, 2022.

WITNESSED BY:

Kelley Patton
Sherry A. Ciser

WITNESSED BY:

CITY OF MEDINA

By: D Hanwell

Title: Mayor

By: _____

Title: _____

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

DIRECTOR OF LAW - CITY OF MEDINA

By: [Signature]

Date: 3/4/22



**CITY OF MEDINA
JOB CREATION GRANT APPLICATION**

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

I. General Information

Applicant Company Name Expert Crane, Inc.

Home or Main Office Street Address 5755 Grant Avenue

City Cuyahoga Heights **State** Ohio **Zip code** 44105

Local Project Site Street Address 5990 Branch Road

City Medina **State** Ohio **Zip code** _____

Contact Person Name James C. Doty Jr.

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

Email jamesdoty@expertcrane

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

Manufacturing and Service of Industrial Cranes

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

SIC Code # 3536 **NAICS Code #** 333923

SIC Code # _____ **NAICS Code #** _____

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

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

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



CITY OF MEDINA
JOB CREATION GRANT APPLICATION

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

James C. Doty _____ Rebecca A. Doty _____

James C. Doty Jr. _____ Tempest M. Doty Bernet _____

Michael L. Doty _____ Richard M. Doty _____

Does the company owe:

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

Yes _____ No X _____ (please check)

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

Yes _____ No X _____ (please check)

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

Yes _____ No X _____ (please check)

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

N/A



**CITY OF MEDINA
JOB CREATION GRANT APPLICATION**

II. Financial Information & Project Information

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

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

Project will begin _____, 2022 and be completed _____, 2023.

Project Description: _____

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

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

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

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



**CITY OF MEDINA
JOB CREATION GRANT APPLICATION**

III. Employment & Payroll Information

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

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

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

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

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

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



IV. Certifications

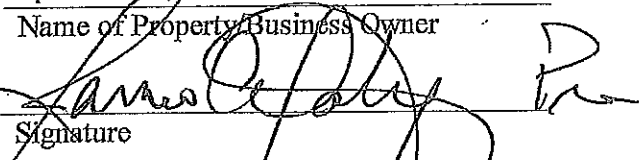
Submission of the application expressly authorizes The City of Medina
(Name of Local Jurisdiction)

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

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

Expert Crane, Inc.
Name of Property/Business Owner

10/27/21
Date


Signature

James C. Doty, Pres.
Typed Name and Title

Application Fee:

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

RCA 23-003-1/9
Finance Only

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

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

Date: 12/20/2022


Department: Grants

Amount: N/A

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

Account Number: 138-0460-52215

Vendor: Absolute Construction Sevices

Department head/Authorized signature: 

Item/Description:

Finance Committee is requested ot approve a PO in the amount of \$15,800.00 to Absolute
Construction Sevices for the installation of a new roof and gutters at 366 North Huntington Street,
Medina, OH. This will be one of the last Home Repair projects for the 2020 CHIP program.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

City of Medina Housing Impact and Preservation (CHIP) Program

**Agreement for Grant
and
Contract for Home Repair**

This Agreement made and entered into this 20th day of December 2022, between Jennifer Roberts and Absolute Construction Services, Grant to the Owner for Repair work to be accomplished by the Contractor to the Owner's property located at: 366 N. Huntington St. Medina, Ohio 44256

Owner Agrees:

1. I agree to the Terms and Conditions for Owners Accepting Home Repair Assistance for the amount of \$15,800.00 in the form of a grant.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Repair Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications:
3. Instruct the Contractor to proceed work as of December 20, 2022.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of \$15,800.00 for Repair work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Repair Standards.

Contractor Agrees:

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$15,800.00.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
 - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, Repair or paint repair is going on the entire work site, work specifications, and any documents related to this project.
 - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
 - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and Repair in Federally Owned and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOH personnel upon request.
 - d) That City of Medina will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard During renovation, remodeling and Repair in Federally owned and assisted Housing program* and if I fail to correct the inconsistent work practices.

- e) That City of Medina will not pay for renovation, remodeling, or paintwork done in a non-lead-safe manner.
- f) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S.EPA at 40 C.F.R 745.227.
- g) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- h) That City of Medina will hold 25% of total contract price until Lead Clearance is achieved, IF applicable.

Owner and Contractor Agree:

- 8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.
- 9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.
- 10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
- 11. Method of Payment. We agree to the following payment schedule:

Payment in full, **within 30-60 days**, upon satisfactory completion of the entire Repair work contained in the Contract, as determined by Rehab Specialist.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

- 12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
- 13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the Repair work, execution of the Contract, or for non-performance of Contract.
- 14. **Defects after Completion.** The Contractor warrants the Repair work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Repair work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction statement verifies satisfaction of the contractor workmanship and validates final payment. No complaints regarding WORKMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor directly in writing detailing all warranty issues that need addressed within 12 months of work completion. **THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO OBLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.**

15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.

16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Home Repair Assistance, and the Contractor Terms and Conditions. All Repair work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.

The expected date for the completion of all Repair work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than February 18, 2023. An extension of time can be given at the Rehab Specialist discretion.

16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed Repair work and installed materials prior to Final Payment.

17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The said parties for themselves their heirs, successor's executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.


OWNER(S):


Jennifer Roberts

Owner's Address and Phone Number:

366 N. Huntington Street
Medina, Ohio 44256
(330) 284-0433

CONTRACTOR:


Jeff Tucker

Contractor's Address and Phone Number:

Absolute Construction Services
1212 Kale Adams Road
Leavittsburg, Ohio 44430
(330) 720-2209

WITNESS:


Amber Moore
Amber Grove, Ohio Regional Development Corporation

Biddable Specification for: 366 N Huntington St, Medina, Ohio 44256 David (Roberts)

Contact: Jennifer Roberts

Homeowner's Phone #:

00 Note

00001

Owner Accepts Scope of Work & Notes.

1. The Homeowner/Applicants certifies that he/she has participated in the development of this work write up. After careful review, the applicant understands & accepts the work described.

2. I understand that the contractor of this contract has all salvage rights to the items in these specifications that are to be removed and disposed of.

3. During Rehab the homeowner shall be responsible for removing breakable items on walls, shelves, tables, etc. prior to the work being started.

HOMEOWNERS ACCEPTANCE SIGNATURE:

Jennifer Roberts

CONTRACTOR ACCEPTANCE SIGNATURE:

J. Roberts

00015

Contractor Requirements for Permits, Warranties, & Work Times.

1. The Contractors are responsible for obtaining all necessary permits including zoning and scheduling of inspections. Ensuring work complies with Residential code of Ohio, Residential Rehabilitation Standards, and local building codes. Copies of permits shall be made for the CHIP office records.

2. Contractor provide 1-year workmanship & material warranty. Contractor shall provide homeowner and CHIP office copies manufacture written warranties covering items furnished under this contract prior to release of the final payment.

3. Contractors and their sub-contractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

4. General contractor is responsible for setting up inspection appointments with local inspector's and O.R.D.C. Rehab Specialist;

5. After the 1-year warranty date. The homeowner is responsible for any further housing issues.

CONTRACTOR SIGNATURE:

J. Roberts

HOMEOWNER SIGNATURE:

Jennifer Roberts

01 Exterior

08213

Tear-off Existing Roof and Install New

Remove existing roofing materials to sheathing. Replace defective sheathing up to 96 sq. ft. In excess see Local Rehab Specialist for change order. Install felt roofing with top lap of 2" and end lap of 4". Install drip edge at eaves first and finish with drip edge along the rakes. Install ice guard so that it shall extend a minimum of 24" past the exterior wall line of the home for the entire perimeter of the roof. Install a dimensional shingle, square butt, self-sealing fiberglass strip shingles with a 30-year warranty. Joints to be staggered. Install new drip edge, vent boots, and replace the rust deteriorated flashing. Shingles are to over-hang the drip edge approximately 1/2" or as specified in the manufacturer's directions. Install a shingle over style ridge-vent. Vent is to extend as far as possible for maximum ventilation. Homeowner chooses color of shingle from contractor's sample. NOTE: If additional sheathing needs replaced the contractor is to contact the local C.H.I.P. office before sheathing is replaced for approval.

1

EA

Bid Price \$ 13,000

08515

Replace Gutters & Downspouts Complete

Remove all old gutters. Remove all old downspouts. Install 6", K-Type or ogee, seamless, .032 aluminum gutter and accessories. Support gutters with hidden hangers, spaced not more than 2' apart. Seal all gutter seams with gutter sealer and secure each seam for both gutters and downspouts with a sheet metal screw. Install matching 3" downspout and accessories. Fasten downspouts to wall with straps every 6' vertical feet. Connect into existing crocks with PVC connector. If there are no crocks, then splash blocks to be provided. Gutters are to be either brown or white.

1

EA

Bid Price \$ 2,800⁰⁰

Total Project Bid Price \$ #15,800⁰⁰

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Bid Tour Amendment

Homeowner: Jennifer Roberts
Address: 366 N. Huntington Street Medina, Ohio 44256

Additions

#	Page	Spec No	Description	Price
1				\$
				\$

Deletions

#	Page	Spec No	Description	Price
1				\$

Include amendment prices in TOTAL Bid price on scope of work

Rehab Specialist Signature

Jennifer Roberts

Date

12-20-2022

Homeowner Signature

[Signature]

Date

12-18-22

Contractors Signature

Date

RCA 23-004-1/9
Finance Only

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

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

Date: 12/5/2022


Department: Grants

Amount: \$1,500.00

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

Account Number: 139-0460-52215

Vendor: Absolute Construction

Department head/Authorized signature: 

Item/Description:

Increase PO # 2022001747 by \$1,500 to cover the cost of re-routing all gutters from the driveway to the other side of home at 236 West Homestead Street to eliminate water/ice hazards. CHIP Home Repair project.

PO will increase to \$19,500.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

CHANGE ORDER #1

Homeowner: Jane Brownell
Address: 236 Homestead St., Medina, Ohio 44256

Additions

#	Page	Spec No	Description	Price
1			Gutterwork: Re-route all gutters from the driveway to the other side of the home to eliminate water/ice hazards.	\$1,500.00

Total Additions

\$1,500.00

Deletions

#	Page	Spec No	Description	Price
1				\$

Total Deletions

\$ 0

Net Difference

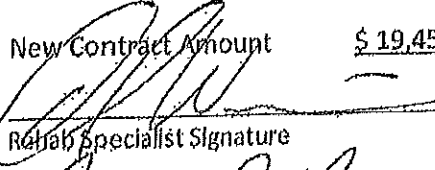
\$ +\$1,500.00

Original Contract Amount \$17,950.00

Additions to Contract \$ 1,500.00

Deletions to Contract \$ 0

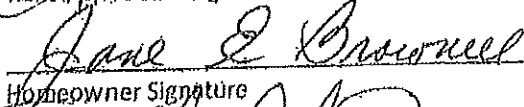
New Contract Amount \$ 19,450.00



Rehab Specialist Signature

11/14/2022

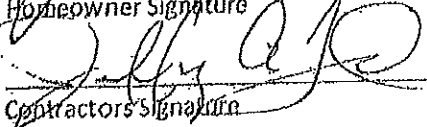
Date



Homeowner Signature

11/14/2022

Date



Contractors Signature

11/14/2022

Date



REQUEST FOR COUNCIL ACTION

No. RCA 23-005-1/9

FROM: Grants
DATE: December 19, 2022
SUBJECT: 2020 CHIP Grant

Committee: Finance/Council

SUMMARY AND BACKGROUND:

Change Order Request for CHIP Home Rehabilitation Project at 172 Normandy Drive in Brunswick. This will increase PO# 2022001600 to C & J Noble Construction, by \$4,000, to a total of \$76,000.00.

Increase will cover the removal of a concrete slab that provides as a step into the house to install the dedicated circuits to complete electric work in the utility room. They will then have to build a form and pour new concrete slab to replace the one removed to facilitate the wiring.

Amend Ord. 168-22, passed Sept 12, 2022

Estimated Cost:

Suggested Funding: 2020 CHIP Grant

- sufficient funds in Account No. 139-0460-52215
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes, due to no council meeting in late December.
Reason: Contractor needs to be paid for his work.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

*Ord. 12-23 ✓
1-9-23*

CHANGE ORDER #02

Homeowner: Donna Hilko
Address: 172 Normandy Dr. Brunswick, Ohio

Additions

1. Remove the concrete slab that provides a step into the home.
2. Build a form and pour new concrete slab to replace the one removed to install the dedicated circuits.

Note:

This needs to be done to complete the electric work in the utility room that's on a slab.

Total Deletions	\$ <u>0</u>
Net Difference	\$ 4,000.00
Original Contract Amount	\$71,275.00
Additions to Contract	\$4,000.00
Deletions to Contract	\$0
New Contract Amount	\$ 75,275.00


Rehab Specialist Signature

12-13-22
Date

Donna J. Hilko
Homeowner Signature

12-13-22
Date

[Signature]
Contractor's Signature

12-17-22
Date



ORDINANCE NO. 168-22

AN ORDINANCE AUTHORIZING THE PAYMENT TO C & J NOBLE CONSTRUCTION FOR THE PRIVATE HOME REHABILITATION AT 172 NORMANDY DR., BRUNSWICK, AS PART OF THE PY20 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the payment of \$72,000.00 is hereby authorized to C & J Noble Construction for the Private Home Rehabilitation at 172 Normandy Dr., Brunswick, as part of the PY20 CHIP Grant Program.

SEC. 2: That the funds to cover this payment in the amount of \$72,000.00 are available in Account No. 139-0460-52215, Activity AC-20-06.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the project and payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: September 12, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 14, 2022

SIGNED: Dennis Hanwell
Mayor

RCA 23-006-1/9
Finance Council
12/20/2022

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

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

Date: 12/19/2022 Department: Law

Amount: \$45,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0704-52225

Vendor: Baker Dublikar Wiley & Mathews

Department Head/Authorized Signature: *[Signature]*

Item/Description:
2023 purchase order for Legal Services

Emergency?

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

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

ORD. 11-23
1-9-23

- 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 23-007-1/9
OK Finance Only
12/21/2022

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

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

Date: 12/19/2022 Department: Building

Amount: \$15,327.19 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0430-52226 & 001-0410-52226

Vendor: Clariti Cloud Inc

Department Head/Authorized Signature: *Don Shook*

Item/Description:
2023 Blanket PO for Software Subscription split between Building and Planning
001-0430-52226 - \$9,196.31
001-0410-52226 - \$6,130.88

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

RCA 23-008-1/9
Finance Phly
D Hammer
12-21-2022

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

Department Heads can authorize expenditures up to \$1,500.00 (requisition)
Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all
bids, unless otherwise specified in authorizing ordinance. (Ord. 105-05)

Date: 12/20/2022

Department: Police Department

Amount: \$17,000.00

B.O.C. Approval Date: _____

Account Number: 106-0101-52226; 106-0101-53315

Vendor: Motorola

Department head/Authorized signature: _____
Chief Edward Kinney

Item/Description: 2023 Watchguard maintenance, support and tools/minor equipment

Line 1 - 106-0101-52226=\$14,000; Line 2 - 106-0101-53315=\$3,000

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

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

Thank you.

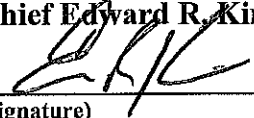
Revised:

6/1/2018

REQUEST FOR COUNCIL ACTION

No. RCA 23-009-1/9

Committee Finance

From: POLICE DEPARTMENT
Chief Edward R. Kinney


(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: 12/21/22

Subject: APCO Membership *Amend Code 133.01 - Association Memberships*

Summary and Background: APCO International memberships for 3 full time members and 7 online communications center members for education and training.

Estimated Cost: \$361.00

Suggested Funding: 106-0102-52211

Sufficient Funds in Account: Yes

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

New Appropriation Needed: N/A

Account No: _____

Emergency Clause Requested:

No Yes If yes, reason: *Need Certification ASAP*

Council Use Only: _____

Committee Recommendation: _____

Council Action Taken: _____

Ord./Res.No: _____

Date: _____



APCO International ♦ 351 North Williamson Blvd. ♦ Daytona Beach, FL 32114

ANNUAL DUES INVOICE

Federal ID Number 63-0461885

APCO INTERNATIONAL INC.
 351 NORTH WILLAMSON BLVD.
 DAYTONA BEACH, FLORIDA 32114
 888-APCO9-1-1 OR 386-322-2500

Sara Lynn
 Medina City Police Dept
 150 W Friendship St
 Medina, OH 44256-1896

Statement Date: 10/6/2022
 P.O. Number: _____
 Agency ID: 307659
 Invoice #: 921242

Total Amount Due: \$361.00
 Payable in US Funds

You are being billed for: 2023 APCO Membership Dues (January 1 - December 31)

Group Membership	Description	Amount
Group Membership 1 - 10 staff (Tier 1)	\$361. Group Memberships 3 full members and 7 online members. Full and Online members have different benefits and discounts, see APCO's membership pages for more information.	\$361.00
	Amount Paid	\$0.00
	Amount Due Payable in US Funds	\$361.00

Verify and validate your organization and members, by logging in at myapcointl.org by clicking "My Organization".

<p>You can now pay your invoice online! Easy as 1, 2, 3...</p> <ol style="list-style-type: none"> 1. Login into myapcointl.org/MyInvoices and 2. Scroll down to "<i>My Organization's Group Membership Invoices.</i>" 3. Click Add to Cart and go through the cart. <p>Or pay by check and mail to: APCO International, Attn: Member Dues, 351 North Williamson Blvd., Daytona Beach, FL 32114</p>	<p>Donations:</p> <p>Silent Key: \$ _____</p> <p>Sunshine Fund: \$ _____</p> <p><i>Please add this to your total amount due.</i></p>
--	---

Please retain a copy for your records and mail invoice with payment.

APCO International, Inc is designated under IRS code 501(c)(3) as a charitable entity and a portion of your payment may be tax deductible to the extent permitted by law. A one year subscription to *Public Safety Communications* magazine is valued at \$35 and members may not deduct this subscription amount.

Natalie Santivasci

From: Lilly Selva
Sent: Monday, December 12, 2022 9:13 AM
To: Natalie Santivasci
Subject: APCO International - membership

Hi Natalie,

I have your invoices here for APCO memberships. I do not see them on the approved list of Memberships. It's possible I'm just over-looking it. Can you double check the attached list? https://codelibrary.amlegal.com/codes/medina/latest/medina_oh/0-0-0-8619#JD_133

If it is not on the list, permission to join has to go before Council.

Take care,
Lilly Selva
The City of Medina
Finance Department
330.722.9057

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 23-010-1/9
2023-001
Finance Council
NO. 2022-0xx
(Finance use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		688-0714-50111	IT-stright time	54,885.00		X	see below
		688-0714-50112	IT-OT	4,200.00		x	see below
		688-0714-50114	IT-Holiday	2,440.00		x	see below
		688-0714-50115	IT-Vacation	3,659.00		x	see below
		688-0714-50116	IT-Sick	2,440.00		x	see below
		688-0714-51121	IT-Retirement	9,468.00		x	see below
688-0714-51122	IT-Healthcare			25,556.00		x	see below
		688-0714-51123	IT-BWC	2,029.00		x	see below
		688-0714-51126	IT-Medicare	981.00		x	see below
		688-0714-52211	IT-Education	2,500.00		x	see below
		688-0714-52212	IT-Utilities	1,500.00		x	see below
		688-0714-52213	IT-Insurance	1,500.00		x	see below
		688-714-52215	IT-Contractual	25,000.00		x	see below
		688-0714-53311	IT-Office Supplies	1,500.00		x	see below
		688-0714-53313	IT-Supplies	2,500.00		x	see below
		688-0714-53315	IT-Tools and Minor	15,000.00		x	see below
		688-0714-53321	IT-Maintenance of Equip	90,000.00		x	see below
		688-0714-56616	IT-Advances (Repayment)	75,000.00		x	see below
			Total Increases to fund:	294,602.00			
			Total reductions to fund:	25,556.00			
			Total transfers within fund:	-			

EXPLANATION:

The budget approved by the committee for the IT Fund (attached) did not make it's way to the final budget and instead the 688 Fund only had \$53,480 on the Healthcare line. This adjustment reduces the Healthcare line to the appropriate \$27,924 and restores the budget for all other lines in the fund.

DEPARTMENT HEAD: Keith Dirham

DATE: 12/30/2022

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 13-23

CLERK OF COUNCIL/DATE

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

Bill

MEDINA CITY COUNCIL

AGENDA

**Wednesday, September 21, 2022
Medina City Hall
Rotunda**

2023-2027 Budget Hearings (5:00 p.m.)

NO BC, no JM, no RH

- 1. 001-0741 Service Director Office *add retirement Eligible, 2026 4-0*
- 2. 001-0743 Public Buildings *N/C 4-0* *SI, 465*
- 3. 001-0140 Street Lighting *Changes 4-0*
- 4. 001-0742 Engineering *Changes 4-0*
- 5. 001-0688 IT Department *N/C 4-0*

IT Fund

Line Item	Classification	2023 Request	2024 Request	2025 Request	2026 Request	2027 Request
Fund	# Married Healthcare	1.00	1.00	1.00	1.00	1.00
Department	# Single Healthcare					
###-###	# Opt-Out					
	# Opt-Down					
Line Item	Classification	2023 Request	2024 Request	2025 Request	2026 Request	2027 Request
50111	Straight Time	54,005.00	60,782.00	62,965.00	64,214.00	65,499.00
50112	Overtime	4,200.00	4,400.00	4,600.00	4,800.00	5,000.00
50113	Call Back					
50114	Holiday Time	2,440.00	2,613.00	2,798.00	2,864.00	2,912.00
50115	Vacation Time	3,650.00	3,819.00	4,197.00	4,281.00	4,367.00
50116	Sick Time	2,440.00	2,613.00	2,798.00	2,854.00	2,912.00
50117	Longevity					324.00
50130	Skill Premium					
50119	Miscellaneous					
50141	Boards & Commissions					
Total Salaries and Wages		67,624.00	72,927.00	77,348.00	79,093.00	81,014.00
51121	Employee Retirement	9,488.00	10,128.00	10,628.00	11,081.00	11,442.00
51122	Employee Hospitalization	27,924.00	31,308.00	36,083.00	39,270.00	43,083.00
51123	Workers' Compensation	2,028.00	2,170.00	2,321.00	2,374.00	2,431.00
51124	Unemployment Compensation					
51125	Insurance Benefits					
51126	Medical	881.00	1,048.00	1,122.00	1,148.00	1,176.00
51129	Misc. Personal Services					
51131	Uniform Allowance					
Total Personal Services		40,402.00	44,651.00	49,935.00	53,648.00	56,931.00
52211	Education and Travel	2,500.00	2,600.00	2,700.00	2,800.00	2,900.00
52212	Utilities and Communications	1,500.00	1,550.00	1,600.00	1,650.00	1,700.00
52213	Insurance and Taxes	1,500.00	1,550.00	1,600.00	1,650.00	1,700.00
52214	Advertising Expense					
52215	Contractual Services	25,000.00	25,500.00	26,000.00	26,500.00	27,000.00
52221	State Examiner					
52222	County Auditor / Treasurer					
52223	Election Expense					
52224	Engineering Services					
52225	Legal Services					
52226	Professional Services					
52232	Rental of Equipment					
52234	Rental of Facilities					
Total Contractual Services		30,500.00	31,200.00	31,900.00	32,600.00	33,300.00
53311	Office Supplies	1,500.00	1,600.00	1,700.00	1,800.00	1,900.00
53312	Chemicals					
53313	Operating Supplies	2,500.00	2,600.00	2,700.00	2,800.00	2,900.00
53314	Gasoline and Oil					
53315	Tools and Minor Equipment	15,000.00	15,500.00	16,000.00	16,500.00	17,000.00
53321	Maintenance of Equipment	90,000.00	92,000.00	94,000.00	96,000.00	98,000.00
53322	Maintenance of Facilities					
Total Operations and Maintenance		109,000.00	111,700.00	114,400.00	117,100.00	119,800.00
54411	Land and Improvements					
54412	Building and Structures					
54413	Equipment					
54414	Street Resurfacing / Maintenance					
54415	Sidewalks and Curbs					
54416	Traffic Lights and Signs					
54417	Vehicles					
54418	Water System Maintenance					
Total Capital Outlay						
55511	Payment of Principal					
55512	Payment of Interest					
Total Debt Service						
56611	Transfers					
56612	Refunds					
56613	Reimbursements					
56614	Extradition Rewards					
56615	Advances	75,000.00	50,000.00	25,000.00		
Total Transfers / Reimbursements		75,000.00	50,000.00	25,000.00		
Department	Department Total	322,526.00	309,878.00	297,983.00	282,551.00	293,045.00
Projected IT Charge Revenue		263,418.00	263,418.00	275,670.00	275,670.00	287,922.00
Projected Advance Revenue		125,000.00	25,000.00			
Projected Total Revenue		388,418.00	288,418.00	275,670.00	275,670.00	287,922.00
Projected Surplus / (Deficit)		65,892.00	(21,460.00)	(22,313.00)	(6,861.00)	(5,123.00)
Cumulative		65,892.00	44,432.00	22,119.00	15,238.00	10,115.00
Net Advances		50,000.00	(25,000.00)	(25,000.00)		

now
688-0714

Batch Number
(Finance use only)

RCA Number
(Council use only)

RCA 23-010-1/9
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

NO 2023-002

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
574-0350-52226	Professional Services	574-0350-52224	Engineering	5 8,000 00	X	
574-0350-54412	Buildings & Structures	574-0350-52224	Engineering	29,003 00	X	
574-0350-53315	Tools & Minor	574-0350-52224	Engineering	11,000 00	X	

EXPLANATION
Funds to cover Ordinance 213-22 - Fanning Hawey
Fitness Room Architectural Design Services

DEPARTMENT HEAD Jansen Wehrley 

DATE: 12/19/2022

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 13-23

CLERK OF COUNCIL/DATE

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

Batch Number _____
(Finance use only)

RCA Number _____
(Council use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

RD 2023-004

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL _____

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		674-0357-63313	Operating supplies	\$ 250.00		x

EXPLANATION
Request to accept a grant for expenses related to Senior Health & Entertainment Talks
Grant funded by Medina County Senior Services Network, Ordinance 201-22

DEPARTMENT HEAD: Jansen Wohley _____

DATE: 12/18/2022

MAYOR'S APPROVAL
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION

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

ORD NO 13-23

CLERK OF COUNCIL/DATE _____

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

OK
D. Hamwell
1-3-2023

REQUEST FOR COUNCIL ACTION

NO. RC23-011-119

FROM: Patrick Patton, Greg Huber

DATE: January 3, 2023

COMMITTEE REFERRAL: Finance

SUBJECT: Matching Grant application to the ODOT Aviation for Airport Triggering Event Narrative Report and ALP Update

This request is for Council's authorization to submit a grant application to the Ohio Department of Transportation (ODOT) Office of Aviation for a matching grant for the City's Airport Triggering Event Narrative Report and ALP Update.

Previously the City applied for and received an FAA grant to cover 90% of the costs of this project; this ODOT Aviation grant will provide for 5% funding. The total cost of this project is as follows:

- FAA \$168,750. (90%)
- ODOT \$ 9,375. (5%)
- City \$ 9,375. (5%)
- TOTAL: \$187,750. (100%)

Thank you for your consideration

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested:

Yes

Reason:

Grant application is past due.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

RESOLUTION NO. 57-22

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE AIRPORT TRIGGERING EVENT NARRATIVE REPORT AND ALP UPDATE AT MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina, Ohio intends to apply to the Federal Aviation Administration (FAA) for the Airport Triggering Event Narrative Report and ALP Update at Medina Municipal Airport.

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

SEC. 1: That the Council of the City of Medina, Ohio hereby approves the filing an application for grant assistance to the Federal Aviation Administration (FAA) for the Airport Triggering Event Narrative Report and ALP Update at the Medina Municipal Airport.

SEC. 2: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application with the appropriate authority and to provide all information and documentation required in the application process.

SEC. 3: That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the Federal Aviation Administration for the implementation and administration of the Grant.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is due to the FAA by April 11, 2022; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 28, 2022

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 28, 2022

SIGNED: John M. Coyne, III
Acting Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE FOREGOING RESOLUTION NO. 57-22 ADOPTED BY THE COUNCIL OF MEDINA, OHIO, ON March 28, 2022
Kathy Patton
CLERK OF COUNCIL

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: January 3, 2023

SUBJECT: Amend Ordinance 190-22 Regarding Bids for the City Railroad Improvements Project

*OK
26 Howell
1-3-2023*

NO. RCA 23-012-119

COMMITTEE REFERRAL: Finance

This request is for permission to amend Ordinance 190-22 (attached) to increase the amount authorized for the project.

The City accepted bids for this project on December 23, 2022. The lowest bid for the project and the add-alternate was \$456,645.84 (see bid summary, attached)

The original estimated total cost for this project was \$411,000.

Previously Council authorized submittal of a grant application to the Ohio Railway Development Corporation (ORDC) for funding for this project. The City was awarded \$249,600; that grant amount is fixed and cannot be increased. The additional funding will have to be provided via City 108 and railroad funds.

As such, the revised funding for this project will be provided as follows:

- ORDC Grant: \$249,600.
- City 108 funds: \$139,000.
- City 145 funds: \$ 68,400.
- o TOTAL: \$457,000.

Thank you for your consideration.

ESTIMATED COST: \$457,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411 and 145-0610-54411

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested:

Reason:

Yes

Bids were received for this project on 12/23/22, we would like to award and enter into a contract for this project as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

1097

Pacl

RCA 22-218-9/26

ORDINANCE NO. 190-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE CITY RAILROAD DRAINAGE AND CROSSING IMPROVEMENTS PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1097, the City Railroad Drainage and Crossing Improvements project in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the estimated amount of \$411,000.00, is available as follows: \$249,600.00 in Account No. 109-0630-54411, \$106,950.00 in Account No. 108-0610-54411, and \$54,450.00 in Account No. 145-0630-54411.

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

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

PASSED: October 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 12, 2022

SIGNED: Dennis Hanwell
Mayor

COMPLETE BID SUMMARY		Engineer's Estimate	Winflow Construction	Railworks Track Services
GRAND TOTAL, BASE BID	ACTUAL	\$377,201.35	\$395,552.94	\$546,239.30
	AS READ		\$395,552.94	\$546,239.30
	BASE BID AS % OF ENGINEER'S ESTIMATE:		104.9%	144.8%
GRAND TOTAL, BID ADDITIVE #1 BID	ACTUAL	\$33,250.00	\$61,112.90	\$113,730.00
	AS READ		\$61,112.65	\$150,730.00
	BASE BID AS % OF ENGINEER'S ESTIMATE:		183.8%	342.0%
	TOTAL	\$410,451.34	\$456,665.84	\$659,969.30
	Final Completion Date:		Wednesday, May 31, 2023	Monday, July 31, 2023
	Non-Collusion Agreement:		Yes	Yes
	Buy America Certification:		Yes, No foreign steel	Yes, No foreign steel
	LPA DBE Participation:		Yes	Yes
	Bid Bond:		10% Bond	10% Bond

REQUEST FOR COUNCIL ACTION

No. RCA 23-013 - 119

FROM: Keith H. Dirham
DATE: Tuesday, January 3, 2023
SUBJECT: Update Paycode to match Contracts for Healthcare and to reference Travel Policy

Committee: Finance

SUMMARY AND BACKGROUND:

Paragraphs A, B, and C of 31.16 Section 1 should be replaced by a new paragraphs A - C:

- A. The City shall pay eighty percent (80%) of the premium costs, and the bargaining unit member shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see Attachment B) will be eligible for a "wellness" discount and will pay Fourteen percent (14%) as their premium contribution for 2023. In order to qualify for the reduced premiums in 2024 and 2025, the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effective January 1, 2024, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fifteen percent (15%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2023 percentage (14% or 20%) for 2024 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2025, if the City's insurance premium costs increase by one percent (1%) or more, and the employees are still paying a fourteen percent (14%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2023 rate (an increase to 15%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2024 percentage for 2025 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

Additionally, the wellness attachment should be updated to the attached.

Finally, please update the paycode to reference the travel policy passed last year.

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:

Ord. 215-21
passed
12/13/21

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

SECTION 31.16 GROUP HOSPITALIZATION INSURANCE.

Section 1. The City shall provide group hospitalization, surgical and dental insurance coverages to all full time employees, unless specified differently in union contracts. A summary of insurance benefits that the City shall provide is set forth in Attachment A. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14, 80-17, 102-20)

The premiums for such plan shall be paid as follows:

- A. Effective April 1, 2020, the City shall pay eighty percent (80%) of the premium costs, and the employee shall pay twenty percent (20%) of the premium costs through payroll deduction. Employees who satisfy the wellness program obligations (see Attachment B) will be eligible for a “wellness” discount and will pay thirteen percent (13%) as their premium contribution for 2020. In order to qualify for the reduced premiums in 2021 and 2022 the employee must satisfy the wellness components identified in Attachment B by September 1st of the preceding year.
- B. Effecting January 1, 2021, if the City’s insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay fourteen percent (14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a “wellness” discount and will pay twenty percent (20%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2020 percentage (13% or 20%) for 2021 if the City’s insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2022, if the City’s insurance premium costs increase by one percent (1%) or more, and the employees are still paying a thirteen percent (13%) premium contribution, the employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2021 rate (an increase to 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a “wellness” discount and will pay twenty percent (20%) as their premium contribution. The employee premium contribution percentage shall remain at the 2021 percentage for 2022 if the City’s insurance premium costs do not increase or increase by less than one percent (1%). (Ord. 93-20, 102-20)
- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1st following successful completion of the September 1st to August 31st Wellness requirements.
- E. Healthcare coverage begins the first day of employment and ends on the last day of the last month during which an employee is employed by the City. (42-07, 130-17, 102-20)

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

Section 2. The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

Section 3. Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

Section 4. Employees opting out who have successfully completed the wellness obligations of their spouse's healthcare plan can be considered as having satisfied the City's wellness obligations, provided that the City has approved the wellness criteria of the spouse's plan and confirmed the employee's satisfaction of same.

Section 5. Effective November 1, 2003 employees who are eligible to receive the City's family group hospitalization insurance and elect to change, or who have previously changed from family to single coverage and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. New employees, who are eligible to receive the City's family group hospitalization insurance and select single coverage instead of family and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of family coverage. (Ord. 136-03, 130-17)

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17, 130-17)

ATTACHMENT B

THE CITY OF MEDINAWELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2023, 2024 and 2025 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2023; August 31, 2024 and August 31, 2025 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
 - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
 - b. Biometric screening in the form of a blood draw that will measure:
 - i. Total Cholesterol
 - ii. High-density lipoprotein (HDL)
 - iii. Glucose
 - iv. Low-density lipoprotein (LDL)
 - v. Triglycerides
 - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
 - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2023-08/31/2024, 09/02/2024-08/31/2025; 09/01/2025-08/31-2026.
 - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2023-08/31/2024; 09/01/2024-08/31/2025, 09/01/2025-08/31/2026 – these can be a combination of any activities offered (need proof of participation).

Wellness program requirements may be subject to change based on the Healthcare Committee recommendations.

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in future Collective Bargaining Agreements. The parties agree to discuss the introduction of the outcomes-based component in the next negotiations consistent with the Federal Patient Protection and Affordable Care Act.

Wellness program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.

REQUEST FOR COUNCIL ACTION

OK
Do Howell
1-3-2023

NO. REA 23-014-1/9

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: ~~April 4, 2022~~
JAN. 3, 2023

SUBJECT: Application for grant funds for the replacement of two City bridges

This request is for Council's authorization to submit a request for grant funding through the Ohio Department of Transportation's (ODOT's) Municipal Bridge Program. ODOT has notified us that two of our City owner bridges (Prospect Street and S. Huntington Street) may be eligible for this program.

This program provides Federal funding of 95% for eligible projects (see attached for further information).

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (amount TBD)

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Patrick Patton

From: Nichole.Lawhorn@dot.ohio.gov
Sent: Wednesday, December 14, 2022 3:44 PM
Subject: Special Funding Solicitation for ODOT's Municipal Bridge Program
Attachments: Target Bridge List - Extra Solicitation for SFY 2023.pdf; Municipal Bridge Program Guidance Revised 11-2022.pdf; SFY 2023 Extra Solicitation Municipal Bridge Funding Application Template.pdf

Good afternoon,

I am reaching out to the applicable mayors, municipal engineers, safety service directors, etc. to let you know of an extra solicitation for ODOT's Municipal Bridge Program. You may have one or more bridge(s) on this year's Target Bridge List that would be eligible for the Municipal Bridge Program.

The program is having an extra solicitation starting January 1, 2023, and applications will be due February 28, 2023. It is an online solicitation, and the application link will be made available starting January 1.

The program currently provides Federal funding for 95% of eligible construction and construction inspection costs. The 95% Federal share is approved through SFY 2027 awards (project must award by June 10, 2027). However, the program is already soliciting for SFY 2025 and 2026. The program is able to offer the 95% Federal rate through Toll Revenue Credit, which adds an additional 15% participation in Federal funding. The Department is no longer earning Toll Revenue Credit, so this extra 15% participation is not indefinite. Once the Toll Revenue Credit is used completely, the program share becomes 80% Federal/20% Local, so take advantage of the program sooner rather than later if you can.

In addition to providing 95% of the eligible construction costs, the Department is currently in the process of soliciting for Design Task Orders that awarded applicants may utilize if they choose to do so. This will provide 100% funding for Design Services, in excess of awarded construction funds, through consultants already evaluated and selected. This is unique because the program has never provided funding for design in previous solicitations.

I have attached the program guidance, the Target Bridge List and a template of the application so you know what information will be requested. Please note that the application is online and what is being provided is a template only. It may not be completed and submitted via email or snail mail. You must use the link on the website to access the online application starting January 1.

Website: [Municipal Bridge Program & Guidance | Ohio Department of Transportation](#)

I will be on vacation from December 23, 2022 through January 9, 2023 but am happy to answer any questions before I leave or after I return. I just wanted to let you know of my unavailability in case you had questions you wanted answered before the solicitation cycle starts.

Thank you and Happy Holidays!

Nichole Lawhorn

Program Manager

ODOT Office of Local Programs

1980 W. Broad Street, MS 3180, Columbus, Ohio 43223

(p) 614.752.6581

transportation.ohio.gov

REQUEST FOR COUNCIL ACTION

No. RCA 23-015-1/9

FROM: Andrew Dutton
DATE: 1/4/22
SUBJECT: Public Lots/Garages Parking Regulations

Committee: Finance

SUMMARY AND BACKGROUND:

The City of Medina currently owns or controls seven public parking lots and two public garages in the downtown area. Currently, the City's ordinances do not address the regulation of these facilities, outside of Section 351.04, which applies to handicapped parking. The proposed amendments provide the following changes:

- Definition (301.201)
A "Municipal Off-Street Parking Facilities" definition was created, which does not currently exist.
- General Regulations (351.14)
The Section provides the City Engineer the authority to oversee the lots, allows the Mayor to place time restrictions on lots, prohibits parking outside of spaces or blocking traffic, prohibits parking semis, trailers, and large vehicles, and references Section 351.04.
- Parking Permitting (351.15)
As indicated in the Medina Strategic Redevelopment Plan (2014) and reinforced in Comprehensive Plan (2022), higher-density residential development is promoted in the downtown area. This section was created to offer downtown residents flexibility for parking in public lots.

The Section provides the opportunity for the City to issue parking permits that allow a vehicle to park in a public lot in excess of the posted time limits. The permits are only available to residents in the Historic District (9 blocks around the square) and Historic Landmarks (Farmers Exchange and McDowell-Phillips).
- Penalties/Infractions (353.01 and 353.99)
Sections are amended to allow parking infractions in Municipal Off-Street Parking Facilities to be subject to current regulations for on-street parking infractions.

A map has also been provided showing current parking lots and garages and time restrictions.

Estimated Cost: N/A

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:

CHAPTER 301
Definitions

(301.01-301.19)

301.20 Motor vehicle.

301.201 *Municipal off-street parking facility.*

301.202 Operate.

301.21 Park or parking.

(301.22-304.53)

301.201 MUNICIPAL OFF-STREET PARKING FACILITY.

"Municipal off-street parking facility" means any site or structure not located within a right of way that is owned, operated, or controlled by the City of Medina which is primarily utilized for the parking of vehicles.

~~301.201~~ **301.202 OPERATE.**

"Operate" means to cause or have caused movement of a vehicle.
(ORC 4511.01(HHH))

-----*FOR REFERENCE*-----

301.32 RIGHT OF WAY.

"Right of way" means either of the following, as the context requires:

- (a) The right of a vehicle or pedestrian to proceed uninterruptedly in a lawful manner in the direction in which it or the individual is moving in preference to another vehicle or pedestrian approaching from a different direction into its or the individual's path;
- (b) A general term denoting land, property or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right of way includes the roadway, shoulders or berm, ditch, and slopes extending to the right-of-way limits under the control of the State or local authority.(ORC 4511.01(UU))

CHAPTER 351
Parking Generally

(351.01-351.12)

351.13 Parking on posted private property.

351.14 *Municipal off-street parking facilities.*

351.15 *Municipal off-street parking facilities parking permits.*

351.99 Penalty. (Repealed)

351.14 MUNICIPAL OFF-STREET PARKING FACILITIES.

- (a)** *In any municipal off-street parking facility, the City Engineer is authorized to designate by appropriate pavement markings, or such other method as he or she deems appropriate, entrances, exits, driveways, and parking spaces upon municipal off-street parking facilities; and to prescribe traffic patterns in any or all of such entrances, exits, or driveways as may be necessary to facilitate the flow of traffic into and through the parking facility; and appropriate signage for the enforcement thereof.*
- (b)** *The Mayor or his or her designee may restrict the time limit for parking in any municipal off-street parking facility. When any such restriction of time is posted at the parking facility by clearly visible signs, no person shall park a vehicle at the same location or in any other location within the same facility for a period of time in excess of the posted time limit.*
- (c)** *No person shall park a vehicle in any portion of a municipal off-street parking facility except entirely within a designated parking space.*
- (d)** *No person shall park a vehicle in any portion of a municipal off-street parking facility in such a manner as to obstruct the movement of the vehicles to or from any of the designated parking spaces.*
- (e)** *No person shall park any commercial tractor, semitrailer, trailer, or vehicle exceeding five tons in any portion of a municipal off-street parking facility.*
- (f)** *Municipal off-street parking facilities shall be subject to Section 351.04 - Parking Near Curb; Handicapped Locations of Public and Private Lots and Garages.*
- (g)** *A violation of any of the provisions of Section 351.14 shall be considered a parking infraction as defined in Section 353.01(e) and shall be subject to Chapter 353 - Civil Penalties for Parking Infractions.*

351.15 MUNICIPAL OFF-STREET PARKING FACILITIES PARKING PERMITS.

- (a)** *In connection with the designation of time limits described in Section 351.14(b), the Mayor or his or her designee may, with respect to a municipal off-street parking facility, make available City-issued parking permits.*
- (b)** *When such a City-issued parking permit is displayed on the permit holder's vehicle, such person may park his or her vehicle in any off-street municipal parking facility and shall not be deemed to be in violation of the restricted time limits.*
- (c)** *City-issued parking permits shall only be made available to individuals residing in the Historic District as defined in Section 145.06(b)(6) or individuals residing at a Historic Landmark as defined in Section 145.06(b)(7).*
- (d)** *The Mayor or his designated representative may cause City-issued parking permits to be sold at a price of twenty dollars (\$20.00) for each one month period.*

CHAPTER 353
Civil Penalties for Parking Infractions

353.01 DEFINITIONS.

As used in this chapter:

- (e) "Parking infraction" means a violation of any of the provisions of Sections 351.01, 351.03, 351.04, 351.05, 351.06, 351.07, 351.08, 351.09, 351.10, 351.11, 351.12, 351.13, **351.14**, 353.02, 353.03 and 353.04 of these Codified Ordinances.

353.99 PARKING INFRACTION FINES.

- (a) Any person who has been accused of a violation of Section 351.03(a) through (c) and (e) through (q), 351.04(a) and (c), 351.05, 351.09, 351.10 ~~or~~, 351.11, **or 351.14** may settle and compromise the accusation by paying the sum of ten dollars (\$10.00) to the City within forty-eight hours from the time such offense is alleged to have been committed or by paying the sum of twenty-five dollars (\$25.00) to the City, after forty-eight hours from the time such offense is alleged to have been committed. Police officers are authorized to delay prosecution of the violation until forty-eight hours have passed.
- (b) Any person who has been accused of a violation of Sections 351.03, 351.04(a) and (c), 351.05, 351.09, 351.10 ~~or~~, 351.11, **or 351.14**, if the hearing officer determines, from a preponderance of evidence and testimony presented at the hearing, that the person committed the parking infraction, shall be fined not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00).

-----*FOR REFERENCE*-----

145.06 RULES AND PROCEDURES.

- (b) Definitions. The following definitions shall apply to the provisions of this chapter and the Historic Preservation Board Rules, Procedures, Design Guidelines, and Demolition Criteria:
- (6) "Historic District" means a grouping of structures as determined by the Board and approved by Council as a historically or architecturally significant group and located within the limits of the City of Medina. Buildings or structures within this group may or may not be individually so designated. Listings of said structures will be kept for public record by the City Council and available through the Planning Department.
- (7) "Historic Landmark" means any individual building or structure determined by the Board and approved by Council as historically or architecturally significant and located within the limits of the City of Medina. Listings of said structures will be kept for public record by the City Council and available through the Planning Department.

301.07 COMMERCIAL TRACTOR.

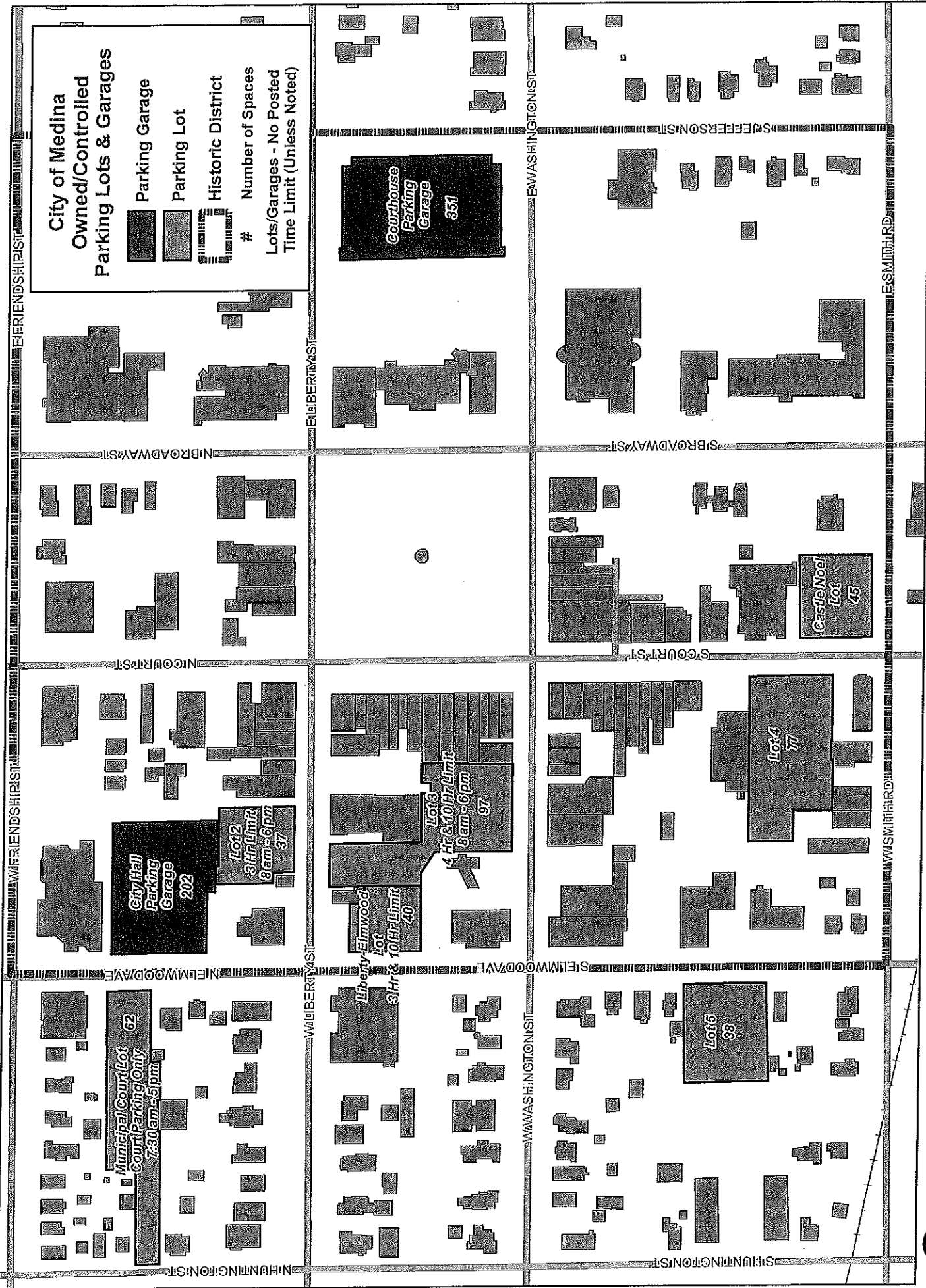
"Commercial tractor" means every motor vehicle having motive power designed or used for drawing other vehicles and not so constructed as to carry any load thereon, or designed or used for drawing other vehicles while carrying a portion of such other vehicles, or the load thereon, or both. (ORC 4511.01(I))

301.36 SEMITRAILER.

"Semitrailer" means every vehicle designed or used for carrying persons or property with another and separate motor vehicle so that in operation a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle. (ORC 4511.01(N))

301.48 TRAILER.

"Trailer" means every vehicle designed or used for carrying persons or property wholly on its own structure and for being drawn by a motor vehicle, including any such vehicle when formed by or operated as a combination of a semitrailer and a vehicle of the dolly type, such as that commonly known as a trailer dolly, a vehicle used to transport agricultural produce or agricultural production materials between a local place of storage or supply and the farm when drawn or towed on a street or highway at a speed greater than twenty-five miles per hour and a vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of more than ten miles or at a speed of more than twenty-five miles per hour. (ORC 4511.01(M))



**City of Medina
Owned/Controlled
Parking Lots & Garages**

Parking Garage
 Parking Lot
 Historic District
 # Number of Spaces
 Lots/Garages - No Posted
 Time Limit (Unless Noted)

**Municipal Court Lot
Court Parking Only
7:30 am - 5 pm
62**

**City Hall
Parking
Garage
202**

**Lot 2
3 Hr Limit
8 am - 6 pm
37**

**Liberty Elmwood
Lot
3 Hr & 10 Hr Limit
40**

**Lot 3
4 Hr & 10 Hr Limit
8 am - 6 pm
97**

**Lot 4
77**

**Castle Noel
Lot
45**

**Lot 5
33**

**Courthouse
Parking
Garage
351**



REQUEST FOR COUNCIL ACTION

No. RCA 23-016-1/9

FROM: Regi Haire

Committee: Streets and Sidewalks

DATE: 1/3/23

SUBJECT: Flashing Crosswalk Lights at Ashwood Lane and Reagan Parkway

SUMMARY AND BACKGROUND:

Many students who attend Northrop Elementary School on Reagan Parkway have to cross the street at Ashwood Lane while walking to school. There is no crossing guard at this intersection and drivers are not always paying attention to the school signs on the road which makes crossing the road to get to school dangerous for students and their parents. To help alleviate the dangers at this crosswalk, I am asking Medina City Council and Administration to install solar flashing signs at this intersection. I am requesting the same type of flashing signs that are on Medina's Public Square where the pedestrians push the buttons on the sign post to trigger the signs to flash to make drivers stop so they can cross the road.

Thank you.

Regi Haire
Streets & Sidewalks Chairwoman

Estimated Cost: TBD

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:

Kathy Patton

From: Patrick Patton
Sent: Tuesday, January 3, 2023 5:15 PM
To: rlhaire@zoominternet.net; Kathy Patton; Teresa Knox
Cc: John Coyne; Dennis Hanwell; Nino Piccoli
Subject: RE: RCA FOR FLASHING LIGHTS AT ASHWOOD LAND AND REAGAN PARKWAY
Attachments: Ped Crossing Analysis E. Reagan and Ashwood 2010 2.pdf; W Sturbridge mid block crossing.pdf

Hello Regi-

Yes we have talked about this situation a couple of times in the past. In 2010 we did have a study completed regarding a pedestrian crossing at this intersection (attached). I would note, in addition to this intersection we've also talked about installing flashing lights on W. Sturbridge near Al Root; there is a mid-block cross walk there that is used by students (picture attached).

In 2020 we installed the double sided flashing signs for approximately \$7,000 each. We recently issued a PO for the same signs on E. Union at the high school (near the tennis courts); the quote for those signs was actually a little less, it was about \$6,600 each. I think just to be safe we should assume a cost of \$7,500 per sign, or \$15,000 for each location.

Let me know if you need anything else, thanks.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721
Email: ppatton@medinaoh.org
Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



From: rlhaire@zoominternet.net <rlhaire@zoominternet.net>
Sent: Tuesday, January 3, 2023 4:06 PM
To: Kathy Patton <kpatton@medinaoh.org>; Teresa Knox <tknox@medinaoh.org>
Cc: John Coyne <jcoyne@medinaoh.org>; Patrick Patton <ppatton@medinaoh.org>
Subject: RCA FOR FLASHING LIGHTS AT ASHWOOD LAND AND REAGAN PARKWAY

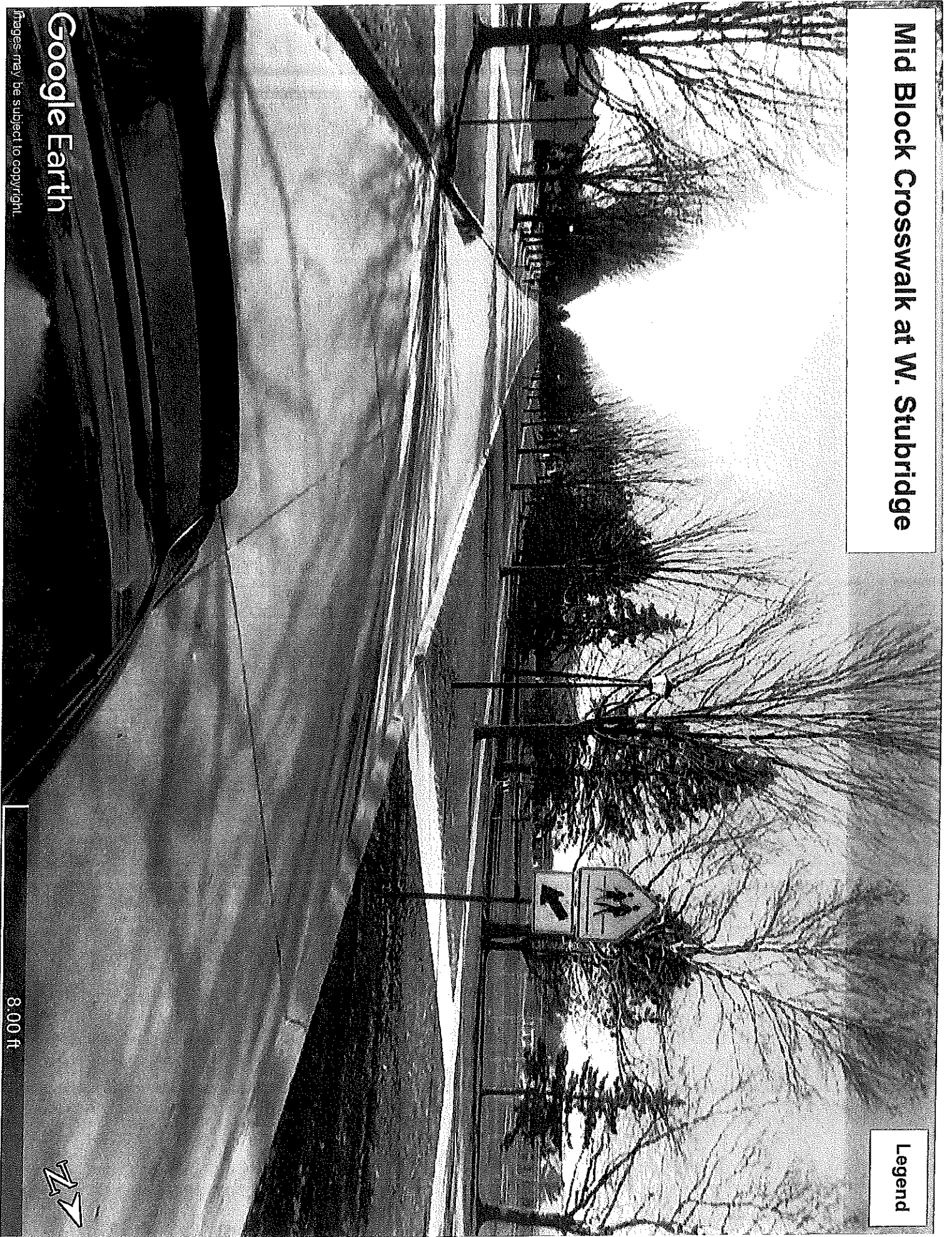
Happy New Year All!!

I have attached an RCA to get solar flashing lights installed at the intersection of Ashwood Land and Reagan Parkway to make it safer for children, and their parents, to cross the street so they can walk to Northrop Elementary School. I am looking at having the same types of lights that are on Public Square so the cost should be similar for one set of the lights. I believe this issue has been brought up in the past but I do not know if a safety survey has been done at this intersection. Pat, are you aware of one, and if so, can you please share the results with us and also share with us the cost of these lights as well as a timetable for installation if approved by Council? Thank you very much for your help.

Regi

Mid Block Crosswalk at W. Stubridge

Legend



Google Earth

Images may be subject to copyright.

8.00 ft

