

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-082-4/10 – Amend Ord. 35-23, Decrease Purchase Order Amt.
- 23-083-4/10 – Cooperative Purchase – ODOT Sodium Chloride
- 23-084-4/10 – Expenditure – REA & Associates – Financial Statements
- 23-085-4/10 – Expenditure – REA & Associates – Annual Audit
- 23-086-4/10 – Amend Ord. 48-23, Multi-Use Path Plan
- 23-087-4/10 – Rescind Job Creation Grant Agreement – Agrati, Inc.
- 23-088-4/10 – Increase Expenditure – Rocco Masonry – Service Dept.
- 23-089-4/10 – Budget Amendments
- 23-090-4/10 – Amend Ord. 24-17 – Municipal Pool Rates
- 23-091-4/10 – Amend Ord. 56-17 – Municipal Pool Rental Rates
- 23-092-4/10 – Increase P.O. #2020-1206 – Dixon Engineering – Service Dept.

4/10/23

OK
Hanzell
1-17-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-031-1/23

FROM: Jansen Wehrley *JSW*
DATE: January 17, 2023
SUBJECT: The Helios Project- Champion Creek Multipurpose Trail

Committee: Public Properties
3/27/23 Finance

SUMMARY AND BACKGROUND:

The Parks Department respectfully requests Council's consideration to allow Larry and Francine Johns from McJack Candy Co. to install an interactive display of our Solar System along the Champion Creek Multipurpose Trail.

The proposed Helios Project would be an immersive space exhibit beginning at Spokes Café and ending at Southport Drive. The purpose of the project is to allow visitors to gain a better understanding of the size of our solar system as well as provide interesting educational facts throughout the walk.

The Johns Family has developed designs, met with City administration, gathered information, cost estimates, and intends to fund the majority of the project. They would like to retain complete creative control of the project after approval. In addition, they have asked the City of Medina to assist with installing lighting, security cameras, the installation of thirteen concrete pedestals, and maintenance of the flowerbeds.

Upon completion, they would like the City of Medina to accept the project as a gift.

Estimated project gift is approximately \$62,000.00

3/27/23 - from Spokes Cafe

*Jim - Very unique. Vandalism 13 Pedestals
Jamaer - concerns; Vandalism 20 Signs
comes at a cost - internet/Computer
\$9,000.00 estimate security sys.
Jim talk to Foundations for funding.
Coyle - schools would love this. Eagle scout project?
get Community involved - not City*

\$60,000 grant.

*Immersive educational unique thought provoking
Asking if City would help:
install pedestal stations.
- Assist in zoning approvals
Semi-annual cleanings
Sun+flower beds
security cameras for sun*

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: *1/23/23 JS/AS
3/27/23 DS/BL 3:0
move to Finance*

Ord./Res. Date:

Lamb
Shields
Simpson

Coyne, Jansen,
Nino, Andrew,
Pat, Rick Kirby,
Keith, Larry Johns

PUBLIC PROPERTIES COMMITTEE AGENDA
Monday, March 27, 2023
Rotunda

Public Properties Committee (5:15 p.m. – 6:00 p.m)

3-D
More to
Finance

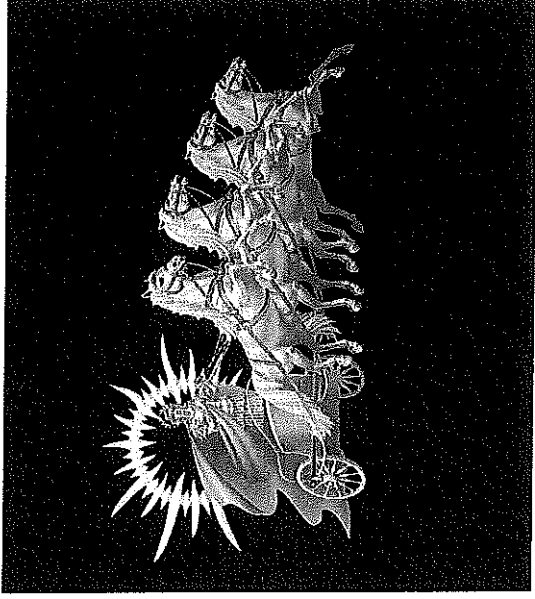
1. 23-031-1/23 – The Helios Project – Champion Creek Multi-Purpose Trail DS/BL

FINANCE COMMITTEE AGENDA
Monday, March 27, 2023
Council Rotunda

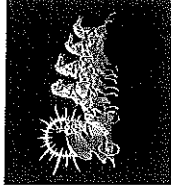
Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 23-075-3/27 – Budget Amendments
3. 23-076-3/27 – MCDAC Grant Application – School Resource Officers
4. 23-077-3/27 – Accept Funding / Resolution of Support – NOACA – State Road
5. 23-078-3/27 – Storm Water Operation & Maintenance Agreement – Bat Commerce
6. 23-079-3/27 – Amend Code 141.01, Levels of Authority for Purchases
7. 23-080-3/27 – MOU – City / Liberty View / Medina City Development Corp.
8. 23-081-3/27 – Natatorium Repair Project - MCRC

THE HELIOS PROJECT

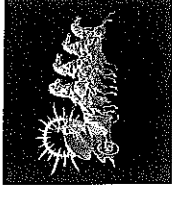


**A Fun and Educational Journey
through our Universe
on Medina's Champion Creek Trail**



What is the Helios Project?

The proposed Helios Project would be an immersive space exhibit spread through the Medina Champion Creek trail. If followed in sequence from the first stop (Sun) at Spokes Café to the galaxies at the end, the visitor will better understand the sheer size of our incredible universe. Numerous interesting facts about the solar system, Milky Way galaxy, and overall universe will be shared. There is nothing like this anywhere in the world (to my knowledge).



Project Benefits

- Opportunity for people, including families, to experience the wonders of the universe in an immersive outdoor environment, instead of a cell phone screen.
- Encourage new users to enjoy the beauty of the Champion Creek trail.
- Science classes from Medina county area could visit the exhibits to learn about space outside the classroom.
- The Sun sculpture garden area alone would be a draw for many, including visitors from out of town.
- Opportunity for Medina to build an annual event around it. NASA Glenn Research Center offers loaner exhibits, including moon rocks. The Asteroid Belt passes directly through the Square.

REQUEST FOR COUNCIL ACTION

No. ^{RCM} 23-079-3/27

FROM: Keith H. Dirham
DATE: Tuesday, March 14, 2023
SUBJECT: Consider and update dollar thresholds for levels of control
141.01 (b)(e) and (d) - Advertising and Awarding of Contracts
Committee: Finance

SUMMARY AND BACKGROUND:

The current levels of authority needed for purchases (Per Codified Ordinances 141.01) are:

- Up to \$1,500 – Department Head
- Over \$1,500 up to \$15,000 – Board of Control
- Over \$15,000 up to \$25,000 – Finance Committee
- Over \$25,000 – Bid (except where exempt) and Council

Ordinance 61-18 passed in 2018 increased the Department Head authority to \$1,500 from \$1,000 and the Board of Control authority to \$15,000 from \$10,000.

Ordinance 101-05 passed in 2005 increased the bid threshold to \$25,000 from ^{18,000} \$15,000 and added the Finance Committee layer for amounts over \$10,000 up to \$25,000.

The Department Head level of authority was \$1,000 as far back as I can remember and the Mayor stated that he thought it was that amount when he became a Lieutenant in 1991.

Thank you to Kathy Patton for getting Ordinances 61-18 and 101-05. They are attached along with the current wording of section 141-01 of the Codified Ordinances.

Paul - check w/ CPI

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:

*3/27/23 IS/AS
Keith bring back
w/ recommendation
next mtg.*

Ord./Res.

Date:

Kathy Patton

From: Keith Dirham
Sent: Monday, March 27, 2023 6:43 PM
To: Council Offices
Subject: CPI

All

Per the BLS (the Bureau of Labor Standards):

- \$1,500 in January, 2018 is now worth \$1,820.57
- \$15,000 in January, 2018 is now worth \$18,205.70
- \$25,000 in January, 2018 is now worth \$30,342.89
- \$1,000 in January, 2005 is now worth \$1,577.56
- \$10,000 in January, 2005 is now worth \$15,775.60
- \$25,000 in January, 2005 is now worth \$39,438.91
- \$1,000 in January, 1991 is now worth \$2,235.07

For at least the past twenty years the Board of Control (BoC) limit has been ten times the Department Head limit. The Bid threshold was two-and-a-half times the BoC limit from 2005-2018 and is now one-and-two-thirds times the BoC limit. Thus I propose:

- \$2,000 as the new Department Head authority
- \$20,000 as the new BoC authority
- \$40,000 as the new Finance Committee Authority and Bid threshold.

Thank you,

Keith

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(a) All contracts made by the City of Medina shall be executed in the name of the City and signed on its behalf by the Mayor.

(Ord. 33-09. Passed 3-9-09.)

(b) The directors of the various departments of the City may purchase and contract for supplies or materials, or provide for any work under the supervision of the department not involving more than one thousand five hundred dollars (\$1,500).

(c) In the absence of an ordinance passed by Council, the Board of Control shall approve all contracts or purchases in excess of one thousand five hundred dollars (\$1,500) but not exceeding fifteen thousand dollars (\$15,000) and shall direct the Mayor to enter into the contract. In the absence of an ordinance passed by Council, the Finance Committee shall approve all contracts or purchases in excess of fifteen thousand dollars (\$15,000) but not exceeding twenty-five thousand dollars (\$25,000) and shall direct the Mayor to enter into the contract. (Ord. 61-18. Passed 4-9-18.)

(d) Except as permitted otherwise by law, when any expenditure, other than the compensation of persons employed by the City, exceeds twenty-five thousand dollars (\$25,000), such contracts shall be in writing and made with the lowest and best bidder as determined by the Board of Control after advertising for not less than two nor more than four consecutive weeks in a newspaper of general circulation with the City. Bids shall be opened and publicly read at the time, date and place specified in the advertisement to bidders or specifications. The time and date of bid openings may be extended to a later date by the Board of Control, provided that notice of the change shall be given to all persons who have received or requested specifications no later than forty-eight hours prior to the original time and date fixed for the opening.

(e) With authorization by Council, the Mayor may, on behalf of the City alone or in conjunction with one or more other political subdivisions and/or public or private hospital, execute a contract between the City and an emergency medical service organization, without competitive bid, for the purpose of providing emergency medical services and ambulance services to emergency patients in response to medical emergencies, notice of which is received through a 911 emergency system or similar system serving the City or notice of which is received directly by the City.

For the purpose of this section:

"Ambulance" means any motor vehicle that is used, or is intended to be used, for the purpose of responding to emergency medical situations, transporting emergency patients and administering emergency medical service to patients before, during, or after transportation;

"Emergency medical service" means services performed by first responders, emergency medical technicians and paramedics and includes such services performed before or during any transport of a patient, including transports between hospitals and transports to and from helicopters;

"Emergency medical service organization" means a public or private organization using first responders, emergency medical technicians and/or paramedics to provide emergency medical services;

"Emergency patient" means an individual who requires emergency medical care, as a result of serious illness or injury (not necessarily life-threatening), prior to receiving professional medical care or hospitalization; and

"Medical emergency" means an unforeseen event affecting an individual in such a manner that a need for immediate care is created.

(Ord. 33-09. Passed 3-9-09.)

REQUEST FOR COUNCIL ACTION

No. PCA 23-082-4/10

FROM: Grants

Committee: Finance/Council

DATE: March 23, 2023

SUBJECT: Decrease amount of a purchase order

SUMMARY AND BACKGROUND:

Council is requested to amend Ordinance NO 35-23 and decrease the amount of the authorization for funds from \$141,000 to \$139,022, and amend PO # 2023000982 to Dunlop & Johnson accordingly.

This contract is for work to be performed at the Medina County Battered Women's Shelter. The amount was rounded up to accommodate a change order, but there is not enough money in the grant to cover any overruns. Should there be any overruns, they will be covered by the Battered Women's Shelter, operating as Hope and Healing Survivor Resource Center.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 125-0451-555215, AD-20-23
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

YES

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

*Ord. 75-23
4-10-23*

ORDINANCE NO. 35-23

AN ORDINANCE AUTHORIZING THE PAYMENT TO DUNLOP & JOHNSTON, INC. FOR WORK PERFORMED AT THE MEDINA COUNTY BATTERED WOMEN'S SHELTER AS PART OF THE CDBG-TARGET OF OPPORTUNITY GRANT.

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

SEC. 1: That the payment of \$141,000.00 is hereby authorized to Dunlop & Johnston, Inc. for work performed at the Medina County Battered Women's Shelter as part of the CDBG-Target of Opportunity Grant.

SEC. 2: That the funds to cover this payment, in the amount of \$141,000.00, are available in Account No. 125-0451-55215, AD-20-03.

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 13, 2023

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 14, 2023

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 23-083-4/10

FROM: Nino Piccoli

Committee Finance

DATE: March 24, 2023

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

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization for participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of Sodium Chloride (Rock Salt) for the 2023 - 2024 Winter season.

Suggested Funding:

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

Emergency Clause Requested: YES

Reason: The City received the contract announcement March 22, 2023
Must be submitted May 1, 2023

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord. /Res.

Date:

Nino Piccoli

From: Collins, Tina <Tina.Collins@dot.ohio.gov>
Sent: Thursday, March 23, 2023 10:49 PM
To: Nino Piccoli
Cc: Vankirk, Todd
Subject: ODOT 2023-2024 Salt Contract Participation (018-24)

Dear Political Subdivisions,

1 - The Department began accepting electronic forms and resolutions for the ODOT **WINTER SALT CONTRACT (018-24)** participation through the ODOT website [yesterday, March 22, 2023.](#)

All orders will be based on the electronically submitted tonnages submitted from the Salt Resolution/Ordinance Participation Form on our website at:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Salt-Winter.aspx>. The deadline to submit your electronic form AND signed salt-specific Resolution/Ordinance through the website will be **Monday, May 1st, 2023.**

Upon submission of this form, you will receive a confirmation message, like the sample shown below, the confirmation will be your receipt to verify the tonnage submitted. If you do not receive this confirmation, please contact ODOT immediately.

Sample Submission Receipt

The Ohio Department of Transportation has received your Salt Participation/Ordinance form for **Adams Township** in Adams County consider this email receipt of your requested tonnage. Resolutions are also required to participate in this contract.

Adams - Adams Township

Authorized Person: Tina Collins
Contact for Ordering: Tina Collins
Telephone Number: 9999999999
Email Address: tina.collins@dot.ohio.gov

Tons Requested: 9999

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

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

Thank you for your participation.

2 - Resolution Link –

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/SaltResolution-ODOT.docx>

3 - Note on 2022-2023 Contract Tonnages -

As you estimate your salt quantities for the next ODOT contract, before submitting your request, please ensure that you have reviewed and addressed any balances needed to meet the contractual requirements of the current, 018-23 contract.

Please submit all questions and inquiries through the Contracts.Purchasing@dot.ohio.gov email address.

Thank you,

Ohio Department of Transportation
Office of Contract Sales

Tina Collins, MBA, MPM
Contract Sales
1980 West Broad Street
Columbus, Ohio 43223
(p) 614.466.2314
transportation.ohio.gov



You are currently subscribed to dot_salt as: npiccoli@medinaoh.org.

To unsubscribe click here:

http://list.em.ohio.gov/u?id=79005048.61f13cbfae5406e3e458881c70451e32&n=T&l=dot_salt&o=1077449

(It may be necessary to cut and paste the above URL if the line is broken)

or send a blank email to leave-1077449-79005048.61f13cbfae5406e3e458881c70451e32@list.em.ohio.gov

Bid Tab and ITB Listing for Current Purchasing Contract:

<u>Invitation No</u>	Commodity	DtBegin	Exp Dt	Supt Office	Award Tab	Coop
018-23	Rock Salt (Sodium Chloride) for the 2021-22 Winter Season	5/25/2021	4/30/2022	Maintenance Mgmt	018-23 Award	Yes

DEADLINE TO SUBMIT SALT 2023-2024 RESOLUTION/ORDINANCE PARTICIPATION FORM: MONDAY, MAY 1st (Updated 3/22/2023)

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

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

We understand that it may not be possible for Local Municipalities to meet and obtain a signed resolution by the May 1st deadline. ODOT will work those Local Municipalities that are unable to obtain a signed resolution by the deadline. However, we recommend that you submit the requested quantity through the electronic application as soon as you have determined this amount. This will allow us to gather your information and include it with the contract. A signed copy of the resolution should be submitted upon collection of the required signatures.

Link to Required Resolution/Ordinance Language

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

2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018-23), you will be included in the Department's bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested.

3) Submission Receipt

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

information is correct.

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

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Monday, May 1st, 2023**. To make changes to an already submitted form you must re-submit the ENTIRE FORM WITH ALL INFORMATION FILLED OUT (including attached resolution/ordinance) and it will automatically overwrite the information you had previously submitted.

Salt Resolution/Ordinance Participation Form

Thank you for your submission.

County: Medina

Political Subdivision: City of Medina

Authorized Person: Nino Piccoli

Authorized Person Email: npiccoli@medinaoh.org

Ordering Contact: Nino Piccoli

Ordering Contact Email: npiccoli@medinaoh.org

Ordering Contact Phone: 13303502857

Billing Contact: Nino Piccoli

Billing Contact Email: npiccoli@medinaoh.org

Billing Address (Include CSZ): 132 N. Elmwood Ave Medina, Ohio 44256

Tons Requested: 2100

1st Stockpile Address - Include Zip: 781 West smith Road Medina, Ohio

REQUEST FOR COUNCIL ACTION

No. RCA 23-084-4/10

FROM: Keith H. Dirham
DATE: Tuesday, March 28, 2023
SUBJECT: Approve expenditure of up to \$26,000 to REA and Assoc for Preparation of Financial Statements

Committee: Finance

SUMMARY AND BACKGROUND:

Pursuant to Ordinance 36-22 the City of Medina has a contract with REA and Associates for the City's 2021 through 2025 Audits. We are asking to also utilize the services of REA and Associates for preparation of the City's financial statements as we have done in the past. The contract amount is \$23,600 and the excess is to cover any minor increases due to circumstances.

Estimated Cost: \$26,000

Suggested Funding:

- sufficient funds in Account No. 001-0707-52221
- 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:**



Rea & associates *a brighter way*

November 11, 2022

Keith Dirham, Treasurer
City of Medina
132 N. Elmwood
Medina, OH 44256

Dear Mr. Dirham:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Medina, Ohio (City) a proposal to prepare the City's Annual Comprehensive Financial Report. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

The Objective and Scope of the Preparation of the Financial Statements

You have requested that we prepare the annual Annual Comprehensive Financial Report of City of Medina for the years ending December 31, 2022, 2023 and 2024 on a continuous basis. The basic financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
 - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

Keith Dirham, Finance Director, will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Records and Assistance

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be \$23,600 for the year ending December 31, 2022, \$24,800 for the year ending December 31, 2023 and \$26,000 for the year ending December 31, 2024.

In addition, fees may be increased for events such as:

1. Implementation of a new accounting system;
2. Implementation of any new Accounting Standards, to include GASB 87 *Leases*

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

Information Security - Miscellaneous Terms

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Medina proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Medina agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Medina information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Agreement

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

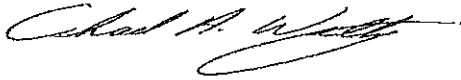
Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof,

“electronic signature” includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.



Chad Welty, CPA

11/11/2022

Date

Confirmed on behalf of City of Medina:

Name and Title

Date

REQUEST FOR COUNCIL ACTION

No. RCA 23-085-4/10

FROM: Keith H. Dirham
DATE: Tuesday, March 28, 2023
SUBJECT: Approve expenditure of up to \$40,000 to REA and Assoc for Audit

Committee: Finance

SUMMARY AND BACKGROUND:

Pursuant to Ordinance 36-22 the City of Medina has a contract with REA and Associates for the City's 2021 through 2025 Audits. The contract amount for the 2022 Audit (being conducted in 2023) is \$36,045. The request exceeds this amount so that if there is a minor change (there frequently is), the Audit can be completed. \$40,000 was approved last year as well.

Estimated Cost: \$40,000

Suggested Funding:

- sufficient funds in Account No. 001-0707-52221
- 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:

REQUEST FOR COUNCIL ACTION

No. PCA 23-086-4/10
Committee: Finance

FROM: Andrew Dutton
DATE: 3/30/2023
SUBJECT: Multi-Use Path Plan Ord. Revision

SUMMARY AND BACKGROUND:

Background - In October of 2022, City Council approved Ordinance 200-22 to allow staff to solicit Requests for Proposals and award a contract for a consultant to conduct a Multi-Use Path Plan for the City. The Ordinance authorized the use of up to \$50,000 of American Rescue Plan Act (ARPA) funds for the project. The City has entered into a contract with Envision Group LLC to create the Multi-Use Path plan for \$49,300.

In February of 2023, City Council approved Ordinance 48-23 to correct an account number. This ordinance changed the account number from 171-0410-53315 to 171-0410-52215 to utilize the correct Contractual Services line of the ARPA funds.

MCPD Donation - The Medina County Parks District (MCPD) has been involved in the Multi-Use Path Plan, as there are many paths just outside the City. Working with the MCPD is mutually beneficial as both the City and County have interests in expanding our Multi-Use Path system. On March 23rd, the MCPD authorized a \$5,000 contribution to the Multi-Use Path Plan.

Current Request - The current purchase order utilizes \$49,300 of ARPA funds from account 171-0410-52215. However, the \$5,000 contribution from the MCPD cannot be appropriated back into an ARPA fund account.

Therefore, this is a request to revise the purchase order to utilize \$44,300 from 171-0410-52215 (ARPA Contractual Services) and \$5,000 from account 001-0410-52215 (Planning and Zoning Contractual Services). This revision will allow the \$5,000 from the MCPD to be appropriated back into account 001-0410-52215, once received.

Estimated Cost: \$49,300

Suggested Funding: ARPA and P&Z Department Funds

- sufficient funds in Account No. 171-0410-52215 and 001-0410-52215
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: The ordinance appropriating the funds has already been approved by Council and the project has already begun. The emergency clause will allow the MCPD funds to be appropriated to the appropriate location when received.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Andrew Dutton

From: Nathan Eppink <neppink@medinaco.org>
Sent: Monday, March 27, 2023 11:09 AM
To: Andrew Dutton
Cc: Pamela Berry Chaney
Subject: Re: \$upport

Andrew: Last week, my board authorized supporting the Envision study.

At your convenience, please send an invoice for \$5,000 to MCPD, addressed to me. A PDF is acceptable.

Thanks,

-N

--
Nathan D. Eppink, Director
Medina County Park District

6364 Deerview Lane
Medina, OH 44256
330-722-9364
medinacountyparks.com

OK
Dr. Howell
4-3-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-087-4/10

FROM: Kimberly Marshall

Committee Finance

DATE: April 3, 2023

SUBJECT: Withdraw Job Creation Grant Agreement for Agrati, Inc.

SUMMARY AND BACKGROUND:

This request is for council to rescind Ordinance 05-23 relative to the Agrati, Inc. Tech Center project.

Ordinance 05-23 pertains to the Job Creation Grant Agreement.

The company has sent a formal letter to withdraw their application after consideration of three sites (Medina, OH; Park Forest, IL and Detroit, MI) they determined that their Detroit, MI facility is closer to their suppliers and customers.

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:



April 3, 2023

Kimberly Marshall
Economic Development Director
City of Medina
132 N Elmwood Ave
Medina, OH 44256

Dear Kimberly,

Thank you again for all of your help as Agrati accessed the opportunity to locate the Agrati Technical Center at the Medina, Ohio facility. We certainly appreciate all of the efforts put forth by Medina and the state of Ohio, however, after careful review the decision has been made to locate the Agrati Technical Center in the greater Detroit, Michigan area.

The primary considerations for the location's long-term purpose ended up being the ease of access for our customers and suppliers, along with input from our Group Innovation Officer and Dennis as our new North American COO. With approximately 80% of our North American revenue being automotive, the Detroit area is the technical center for our most significant customers and many suppliers.

Again, we thank you for your help and commitment. However, given the decision outlined above, Agrati wishes to withdraw the current Job Creation Grant Application.

Best regards,

A handwritten signature in black ink, appearing to read 'M. Zimmerman', with a long horizontal flourish extending to the right.

Michael Zimmerman
Director, Human Resources
Agrati – North America

City Copy
ORD. 5-23 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# JCG24-Agrati, 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 Agrati, Inc. with its main offices located at 24000 South Western Avenue, Park Forest, IL 60466 (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, Agrati, Inc. is desirous to expand their business in the City of Medina located at 941-955 Lake Road, Medina, Ohio to create 40 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 Agrati, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Agrati, 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, Agrati, 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 Agrati, Inc. and has recommended the same to Medina City Council on the basis that Agrati, 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. Agrati, Inc. shall expand the facility located at 941-955 Lake Road, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$12,875,000** (dollars) the PROJECT.

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

1. Additions/New Construction	\$ <u>3,200,000.00</u>
2. Improvements to Existing Building	\$ <u>150,000.00</u>
3. Machinery & Equipment	\$ <u>9,000,000.00</u>
4. Furniture & Equipment	\$ <u>525,000.00</u>
TOTAL	\$ <u>12,875,000.00</u>

- C. Improvements to facility will begin approximately June, 2023 and will be completed approximately December, 2024.

3. Job Creation and Retention.

- A. Agrati, 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 **40** new full-time permanent job opportunities in the City of Medina.

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

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	12
2	14
3	14

- B. The job creation period begins approximately June, 2023 and all jobs will be in place by December 2025.

- C. The Company currently has 156 employees in the City of Medina. In total, the Company has 207 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 \$3,000,100.00 of additional annual payroll in the City of 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 **\$18,750.63 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **Agrati, Inc.** must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If **Agrati, Inc.** does not achieve at least 90% of new payroll and employment projections, **Agrati, 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 **Agrati, 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 **Agrati, 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 **Agrati, 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 **Agrati, 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 **Agrati, 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 **Agrati, 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 **Agrati, Inc.** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **Agrati, 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. **Agrati, Inc.** shall pay all taxes and shall file all tax reports and returns as required by law. If **Agrati, 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. **Agrati, Inc.** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Agrati, 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 **Agrati, 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. **Agrati, Inc.** certifies that at the time this Agreement is executed, **Agrati, 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 **Agrati, 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, **Agrati, 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 **Agrati, 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, **Agrati, 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 **Agrati, 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 Agrati, Inc. in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, 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 Agrati, Inc. is notified by the City of Medina that any tax certification is fraudulent.

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

and if any of these events affects the ability of Agrati, Inc. or its successor entity to perform substantially the obligations of Agrati, Inc. under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Agrati, 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 Agrati, Inc.'s board of directors.

- H. Each provision for modification or termination hereunder shall not affect Agrati, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.
13. Fees. Agrati, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Agrati, 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:

Agrati, Inc.

Chief Operating Officer
2400 South Western Avenue
Park Forest, IL 60466

or such other address as may be noticed.

15. Condition Precedent. Agrati, 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 Agrati, Inc., by _____ have caused this instrument to be executed on the 10th day of January, 2023.

WITNESSED BY:

Sherry Crow
Sherry Crow

CITY OF MEDINA

By: Dennis Hanwell

Title: Mayor

WITNESSED BY:

By: _____

Title: Chief Operating Officer

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

DIRECTOR OF LAW- CITY OF MEDINA

By: Gregory A. Hunter

Date: 1/15/23

REQUEST FOR COUNCIL ACTION

No. RCA 23-088-4/10
Finance Only

FROM: Nino Piccoli Service Director
DATE: April 3, 2023
SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase an existing Purchase Order for Rocco Masonry. The original Purchase Order was approved by the Board of Control on January 9, 2023 for \$15,000.00. We are requesting to increase PO#2023-840 to \$25,000.00. We have identified several drive aprons that have Storm sewer structures that have resulted in the abutting concrete to fail.

Suggested Funding: \$10,000 – new total \$25,000

- Sufficient funds in Account No. 108--0610-54414
- 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:

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 23-089-4/10
Finance

2023-020

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

x
x

NO. _____
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
157-0705-		157-0705-52226	Contractual Services	1,000.00		X (1)
						(1)
			Unemployment			
			Total increases to fund:	1,000		
			Total reductions to fund:			
			Total transfers within fund:	-1,000.00		

EXPLANATION:

GPS Monitoring for Indigent Defendants
We currently will have one defendant on monitoring with likelihood of several more defendants put on scram/house arrest.

DEPARTMENT HEAD: *W. D. ...*

DATE: 4-3-23

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

ORD. NO. 76-23

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

CLERK OF COUNCIL/DATE

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

OK
D. Hornell
4-4-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-090-4/10

FROM: Medina Rec Center
DATE: April 4, 2023
SUBJECT: Amend Ord. 24-17 Municipal Pool Rates

Committee: Finance

SUMMARY AND BACKGROUND:

The Medina Recreation Center respectfully requests Council to amend Ord. 24-17, approving an increase in Memorial Pool Rates with the intention of recovering some of the operational costs that have increased due to inflation. The CPI rate of inflation has increased 20.5% since the last rate adjustment in 2017. The rationale for these rates was a comparative study of the rate structures of several outdoor pools in Ohio as well as a desire to keep the rates the same as the Medina Rec daily rates for consistency.

Daily Admission Rates per Person:

Daily Individual Rate Ages 3 - 59:	\$8.00
Senior Daily Individual Rate Age 60+:	\$5.00
Lunch Program Daily Admission:	\$5.00 (rate for those with National School Lunch Program Letter on file only)
Camp / Group Rate Daily Admission:	\$5.00 (rate for previously scheduled & approved groups only)
Ages 2 and under:	Free

Season Pass Rates:

Individual Season Pass:	\$125.00
Family Season Pass (Up to 5 members)	\$250.00 (extra fee of \$20 per person over 5 family members)
Lunch Program Rates:	50% off above season pass rates.

Promotional Rates:

- Daily Pass Punch Card with 5 visits: **\$30.00**
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off (Example: Sign up before June and get 15% off!)
- Specialized Limited Time promotions based on occupancy and weather not to exceed \$3 off full price Daily Admission Rate of **\$8.00** (Example: Facebook Flash Sale when attendance is low)
- Mid-Season Special Rate of up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed. (Example: In late July, remainder of season half off = \$50.00 per person!!)
- **Medina Rec Center members granted limited access to outdoor pool for special circumstances like indoor pool closures, promotional events and low attendance times.**

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

ORDINANCE NO. 24-17

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 51-10, PASSED MARCH 22, 2010,
PERTAINING TO THE MEMORIAL PARK SWIMMING
POOL RATES, AND DECLARING AN EMERGENCY.**

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

SEC. 1: That the rates for the Memorial Park Swimming Pool shall be as follows:

Daily Admission Rates per Person:

Daily Individual Rate Ages 3-59:	\$7.00
Senior Daily Individual Rate Age 60+:	\$4.00
Lunch Program Daily Admission: (for those with National School Lunch Program Letter on file only)	\$4.00
Camp / Group Rate Daily Admission: (for previously scheduled & approved groups only)	\$4.00
Ages 2 and under:	Free

Season Pass Rates:

Individual Season Pass:	\$100.00
Family Season Pass (Up to 5 members - \$20/person over 5):	\$200.00
Lunch Program Rates:	50% off above season pass rates

Promotional Rates:

- Daily Pass Punch Card with 5 visits: \$25.00
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off.
- Specialized Limited Time Promotions – based on occupancy and weather not to exceed \$3 off full price Daily Admission Rate of \$7.00.
- Mid-Season Special Rate – Up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed.

SEC. 2: 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. 3: 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 begin advertising for season passes and special rates; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: February 27, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 28, 2017

SIGNED: Dennis Hanwell
Mayor

OK
As Amended
4/14/2025

REQUEST FOR COUNCIL ACTION

No. RCA 23-091-4/10

FROM: Medina Rec Center

Committee: Finance

DATE: April 4, 2017

SUBJECT: Amend Ord. 56-17 Municipal Pool Rental Rates

SUMMARY AND BACKGROUND:

Memorial Pool Rental Rates

The Medina Rec Center respectfully requests amending the previously approved rental rates for Medina Municipal Pool per Ord. No. 56-17. Pool party packages at the Medina Rec Center have been extremely popular and we would like to offer a similar party package for the Outdoor pool, with consistent pricing. We would like to eliminate the Cabana rentals and incorporate a day pass & cabana combo package that patrons can purchase online.

1. Party Package \$240.00 :

- * Rental of enclosed area including shade structure and picnic tables.
- * Daily admission rates included for up to 30 attendees.
- * Shared use of the pool with other patrons.
- * Flat rate for one two hour block of time: \$240.00

2. Rental of Pool before or after regular hours:

- * Rent the pool and grounds
- * Exclusive use of the pool during the scheduled rental time
- * Maximum 2-hour rental
- * Pool Rental Fee: For the use of the pool.
- * Lifeguard Fee: Will vary depending on a variety of factors including number of people, ages, length of rental, number of lifeguards required by the state, etc.

Hourly rate for Before or After Hours Pool Rental		
Pool Rental Fee Hourly	Lifeguard Fee	
	Hourly Rate Based on # People	
\$150.00	40 People	4 Lifeguards
	50 People	5 Lifeguards
	60 People	6 Lifeguards
	Maximum of 200	7 Lifeguards

Programs

We are requesting that all Programming held at the Outdoor Municipal Pool falls under the same programs pricing policy as the rest of the MCRC's existing Program and Activity Fee Structure Proposal and be included with that ordinance, Ord. 52-21.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

ORDINANCE NO. 96-22

AN ORDINANCE AMENDING ORDINANCE NO. 56-17, PASSED APRIL 24, 2017, RELATIVE TO SECTION 1, RENTAL OF MEMORIAL POOL CABANA DURING POOL HOURS.

WHEREAS: Ordinance No. 56-17, passed April 24, 2017, established Program Rates and Pool Rental Rates for the newly renovated Memorial Park Pool; and

WHEREAS: Section 1 of Ordinance No. 56-17, passed April 24, 2017, currently reads as follows:

Memorial Pool Rental Rates

1. Rental of Cabana during pool hours:

- * Rent fenced area including shade structure
- * Daily admission rates apply for all attendees.
- * Shared use of the pool with other patrons
- * Flat rate for one 3-hour block of time:
 - 11:30a-2:30p
 - 3:30p-6:30p

Flat rate for 3-hour Cabana Rental			
Weekday		Weekend	
Resident	Non-Resident	Resident	Non-Resident
\$25	\$35	\$35	\$45

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

SEC. 1: That Section 1 of Ordinance No. 56-17, passed April 24, 2017, shall be amended to read as follows:

Memorial Pool Rental Rates

1. Rental of Cabana during pool hours:

- * Rent fenced area including shade structure
- * Daily admission rates apply for all attendees.
- * Shared use of the pool with other patrons
- * Flat rate for one 3-hour block of time:
 - 11:30a-2:30p
 - 3:30p-6:30p

Flat rate for 3-hour Cabana Rental			
Weekday		Weekend	
Resident	Non-Resident	Resident	Non-Resident
\$25	\$35	\$35	\$45

*** Cabana Party Package Rate \$150 for three-hour block**

***Times will vary based on scheduling and availability.**

All Packages Include:

- **3 Hours of Cabana Rental**
- **Use of picnic tables in area**
- **Accommodates up to 24 guests**

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: May 9, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 10, 2022

SIGNED: Dennis Hanwell
Mayor

ORDINANCE NO. 56-17 (see Ord. 96-22)

AN ORDINANCE ESTABLISHING PROGRAM RATES AND POOL RENTAL RATES FOR THE NEWLY RENOVATED MEMORIAL PARK POOL.

WHEREAS: That the Medina Community Recreation Center and the Parks Department are requesting City Council's approval to establish program and pool rental rates for the newly renovated Memorial Park Pool.

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

SEC. 1: That the Memorial Park Pool Rental Rates and Program Rates shall be as follows:

Memorial Pool Rental Rates

1. Rental of Cabana during pool hours:

- * Rent fenced area including shade structure
- * Daily admission rates apply for all attendees.
- * Shared use of the pool with other patrons
- * Flat rate for one 3-hour block of time:
 - 11:30a-2:30p
 - 3:30p-6:30p

Flat rate for 3-hour Cabana Rental			
Weekday		Weekend	
Resident	Non-Resident	Resident	Non-Resident
\$25	\$35	\$35	\$45

2. Rental of Pool before or after regular hours:

- * Rent the pool and grounds
- * Exclusive use of the pool during the scheduled rental time
- * Hourly rate during the following hours:
 - 8:30am-10:30am
 - 7:30pm-9:30pm
- * Maximum 2-hour rental
- * Pool Rental Fee: is for the use of the pool
- * Lifeguard Fee: will vary depending on a variety of factors including number of people, ages, length of rental, number of lifeguards required by the state, etc.

Hourly rate for Before or After Hours Pool Rental			
Pool Rental Fee		Lifeguard Fee	
Resident	Non-Resident	Hourly Rate Based on # People	
\$75	\$75	40 People	4 Lifeguards
		50 People	5 Lifeguards
		60 People	6 Lifeguards
		Maximum of 200	7 Lifeguards

Programs

All programming held at the Outdoor Municipal Pool falls under the same programs pricing policy as the rest of the MCRC's existing Aquatics Program Fees for the Medina Community Recreation Center and be included with that ordinance. (Ref. Ord. 57-17)

SEC. 2: 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. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 24, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 25, 2017

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 23-092-4/10
Finance

FROM: Nino Piccoli Service Director
DATE: April 4, 2023
SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase the Purchase Order No. 2020-1206 assigned to Dixon Engineering, Inc. with an additional \$4,840. The original Purchase Order was created in the amount of \$23,600 in 2020. The expenditure was approved for services related to the specifications, bidding and contract documents, as well as inspection services necessary for the painting of the South Court Water Tower. Currently there is \$9,560 available on the above-referenced PO, the final invoice for Dixon Engineering Services is \$14,400. The project required additional inspection services to complete the job above and beyond the initial scope. We are submitting this request in an effort to remit payment to the vendor and close out the project.

Suggested Funding: -- new total \$28,440

- Sufficient funds in Account No. 513-0533-52215
- 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:

Statement

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Medina
 132 North Elmwood Ave
 PO Box 703
 Medina, OH 44258

Statement date: 4/5/2023

Invoice Number	Invoice Date	Receipt	Receipt Date	Receipt Method	Amount
City of Medina					
OH2020SCV-2964 MEDINA OH					
22-0352	4/19/2022				4,500.00
		140574	5/19/2022	Check	<u>-4,500.00</u>
				Invoice Total	0.00
22-1199	10/19/2022				6,050.00
		142186	11/3/2022	Check	<u>-6,050.00</u>
				Invoice Total	0.00
22-1497	12/20/2022				<u>14,400.00</u>
				Client Outstanding	14,400.00

City of Medina						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
14,400.00	0.00	0.00	0.00	14,400.00	0.00	0.00

IMMEDIATE ACTION - Payment past due