

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 13, 2024  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 22, 2024)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**  
(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 91-24, Ord. 92-24, Res. 93-24, Res. 94-24, Res. 95-24, Ord. 96-24, Ord. 97-24

Ord. 91-24

An Ordinance amending Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio relative to Vacation.

Ord. 92-24

An Ordinance authorizing the Job Creation Grant Agreement for Sandridge Food Corporation.

Res. 93-24

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).  
(emergency clause requested)

Res. 94-24

A Resolution authorizing the Mayor to submit a grant application to the Ohio Bureau of Workers Compensation (OBWC) for the purpose of purchasing two (2) portable traffic signal units.

Medina City Council  
May 13, 2024

Res. 95-24

A Resolution authorizing an application for grant assistance from the Medina County Drug Abuse Commission (MCDAC) for funding to support the Medina Police Department School Resource Officer Program.

(emergency clause requested)

Ord. 96-24

An Ordinance amending Ordinance No. 194-14, passed November 24, 2024, relative to the Job Creation Grant Program Guidelines and Application.

Ord. 97-24

An Ordinance amending Section 943.11 of the Codified Ordinances of the City of Medina, Ohio relative to the Schedule of Charges and Fees for Spring Grove Cemetery and repealing Ordinance No. 181-21, passed November 8, 2021.

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, April 22, 2024

**Call to Order:**

Medina City Council met in regular session on Monday, April 22, 2024 at Medina City Hall. The meeting was called to order at 7:30 p.m., by President of Council Jim Shields Pro-Tem, who also led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present: R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. President of Council John Coyne was Acting Mayor, and Natalie DiSalvo was absent.

Also present were the following members of the Administration: Acting Mayor Coyne, Keith Dirham, Nino Piccoli, Greg Huber, Patrick Patton, Lt. Marcum, Jansen Wehrley, Chief Walters, Kimberly Marshall, Jarrod Fry, and Andrew Dutton.

**Minutes:**

Mr. Simpson moved that the minutes from the regular meeting on Tuesday, April 9, 2024 as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and approved by the yeas of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Shields stated they will meet again in three weeks on May 13<sup>th</sup>.

**Public Properties Committee:** Mr. Shields had no report.

**Health, Safety & Sanitation Committee:** Mr. Simpson had no report, but he would like to schedule a meeting for updates from the sanitation, fire and police departments.

**Special Legislation Committee:** Mr. Rose had no report.

**Streets & Sidewalks Committee:** Ms. Haire had no report.

**Water & Utilities Committee:** Ms. Hazeltine had no report.

**Emerging Technologies Committee:** Ms. DiSalvo was absent.

**Requests for Council Action:**

Finance Committee

- 24-090-4/22 – Budget Amendments
- 24-091-4/22 – Amend S&B Code – Vacation Policy
- 24-092-4/22 – 2023 Annual Report – Job Creation Grant Program
- 24-093-4/22 – Job Creation Grant for Sandridge Food Corporation
- 24-094-4/22 – ODOT Cooperative Purchase – Sodium Chloride (Rock Salt)
- 24-095-4/22 – Grant Application – OBWC – Safety Grant for Traffic Signal Units
- 24-096-4/22 – Expenditure Over \$20,000 – R&T Fence – Parks Dept.
- 24-097-4/22 – Amend 943.11 – Schedule of Charges and Fees – Cemetery
- 24-098-4/22 – MCDAC Grant Application – Police Dept.

Medina City Council  
April 22, 2024

24-099-4/22 – Expenditure Over \$20,000 – Paul Davis Restoration – PY20 CHIP  
Added on 4/22/24:  
24-100-4/22 – Revisions to Job Creation Grant Program

**Reports of Municipal Officers:**

**John Coyne III, Acting Mayor,** John stated the community Pinwheel Walk for child abuse prevention occurred on Sunday, April 14<sup>th</sup>. John presented a Proclamation on behalf of Mayor Hanwell and Mr. Rose was in attendance also. 544 pinwheels represented each case of child abuse that was investigated by the Medina County Job and Family Services during 2023. He thanked Council for their work.

John presented a proclamation to Kimberly Marshall in recognition of Economic Development Week.

**Keith Dirham, Finance Director,** Keith mentioned the first budget meeting of the year being on Wednesday, April 24<sup>th</sup> at 5 p.m.

**Kimberly Marshall, Economic Development Director,** had no report.

**Greg Huber, Law Department,** had no report.

**Lt. Marcum, Police Department,** had no report.

**Joe Toth, LST,** Joe stated through the month of March the Life Support Team responded to 679 emergency calls for the City of Medina. For all 3 entities they responded to 1,380 calls.

**Chief Walters, Fire Department,** had no report.

**Jansen Wehrley, Parks and Recreation Director,** Today is Earth Day and Jansen thanked all the service organizations and volunteers that did clean ups over the weekend and today in our parks and throughout town.

April 25<sup>th</sup> Mayor Hanwell issued a proclamation making it Arbor Day in the City of Medina. Last week with the help of Kiwanis and the Shade Tree Commission potted 600 American Elm seedlings for distribution to third graders on Thursday in the school district.

**Dan Gladish, Building Official,** was absent.

**Nino Piccoli, Service Director,** today is Earth Day and the Sanitation Dept. kicked off the yard waste program.

**Patrick Patton, City Engineer,** reported concrete placement of the 2<sup>nd</sup> phase of West Smith Rd. is scheduled for Wednesday. Concrete pavement removal starts Wednesday as well.

**Andrew Dutton, Planning and Community Development Director,** had no report.

Medina City Council  
April 22, 2024

**Notices, communications and petitions**

There were none.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Chet Simmons resides at 431 W. Washington St. Medina and spoke on Kiwanis Clubs of Medina. Tuesday May 7<sup>th</sup> they will be having a small memorial service to honor Elaine McCaroll at Jump Park to be followed at 3:30 p.m. by 100 plus elementary students who are going to plant 23 flats of flowers. Chet invited council and the administration to attend.

**Introduction and consideration of ordinances and resolutions**

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Ord. 83-24, Ord. 84-24, Res. 85-24, Ord. 86-24, Ord. 87-24, Ord. 88-24, Res. 89-24 and Ord. 90-24. The roll was called and the motion passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and J. Hazeltine.

**Ord. 83-24**

**An Ordinance authorizing the expenditure of \$26,582.97 to the Medina County ADAMH Board from OneOhio funding to support Hope Recovery Community's Hope on the Move Program.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 083-24, seconded by Mr. Rose. Mr. Shields stated that Mr. Philip Titterington, the Executive Director of the ADAMH Board and Stephanie from Hope Recovery are here. Philip thanked everyone that helped push through the levy. Stephanie stated she appreciates the support and that this money will go to the expansion of our Hope on the Move Program which is a transportation program. The roll was called and Ordinance/Resolution No. 083-24 passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, and P. Rose. Jim Shields abstained.

**Ord. 84-24**

**An Ordinance authorizing the Mayor to rescind Ordinance No. 117-23, passed July 10, 2023, relative to the Memorandum of Understanding with Uptown Thirteen Five, LLC and the Medina City Development Corporation.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 084-24, seconded by Mr. Rose. Kimberly stated they chose not to move forward with the project due to economic reasons. The roll was called and Ordinance/Resolution No. 084-24 passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Res. 85-24**

**A Resolution approving the 9-1-1 Medina County Final Plan.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 085-24, seconded by Mr. Rose. Mr. Simpson stated this is a requirement that comes through the State of Ohio, and each entity whether it be a city, township or village had to pass this Memorandum of Understanding. We received all the signatures and it has been submitted. The roll was called and Ordinance/Resolution No. 085-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 86-24**

**An Ordinance authorizing the Mayor to enter into an agreement with Delta Airport Consultants, Inc. for professional services for the Medina Municipal Airport.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 086-24, seconded by Mr. Rose. Mr. Patton stated that the city is required by the FAA to select a design consultant for the airport once every five years. They completed a Qualification Based Selection process and recommend to council to award a five-year agreement to Delta Airport Consultants, Inc. The roll was called and Ordinance/Resolution No. 086-24 passed by the yeas votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire.

**Ord. 87-24**

**An Ordinance authorizing the purchase one (1) 2024 Freightliner 114 SD Plus Roll-off Truck from Valley Freightliner and Western Star, Inc. for the Sanitation Department.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 087-24, seconded by Mr. Rose. Mr. Piccoli stated they decommissioned their 2001 international in August 2023 and this new truck is the replacement. The roll was called and Ordinance/Resolution No. 087-24 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, R. Haire, and J. Hazeltine.

**Ord. 88-24**

**An Ordinance amending and replacing Section 941.06 of the Codified Ordinances of the City of Medina, Ohio relative to Sanitation Collection Rates.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 088-24, seconded by Mr. Rose. Mr. Dirham stated the increase will be phased in so there is a \$2 residential increase effective in July 2024 and another \$2 in July 2025 and a commercial increase that goes into effect in January of 2025. Haven't raised rates for 10 years. Utility Rate Review recommended the increase. The roll was called and Ordinance/Resolution No. 088-24 passed by the yeas votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, and P. Rose

**Res. 89-24**

**A Resolution commemorating Spring Grove Cemetery's acceptance to the National Underground Railroad Network to Freedom.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 089-24, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 089-24 passed by the yeas votes of D. Simpson, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 90-24**

**An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 090-24, seconded by Mr. Rose. Keith Dirham stated this is kind of a catch all, there are a lot of things in here, some donations, grants, design work for court house and wellness funds. The roll was called and Ordinance/Resolution No. 090-24 passed by the yeas votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Council comments**

Mr. Simpson stated the yard waste program and leaf pick up in the fall, is such a huge no cost benefit to the residents of the City of Medina. Hats off to the Sanitation Dept. and their entire staff. Be kind to one another.

Mr. Rose spoke on the community Pinwheel Walk for child abuse prevention.

Mr. Shields thanked four Medina High School seniors, Gage, Darin, Ellie and Aiden for making an impact here in the community in choosing to clean Roscoe Ewing Park today.

**Adjournment**

There being no further business the meeting adjourned at 8:02 p.m.

---

Kathy Patton, Clerk of Council

---

Jim Shields, President of Council Pro-Tem

**ORDINANCE NO. 91-24****AN ORDINANCE AMENDING SECTION 31.13 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO VACATION.**

**WHEREAS:** Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows relating to Vacation:

**SECTION 31.13 VACATION**

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

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



and may carry over a maximum of 160 hours of earned vacation. Employees shall not be able to take vacation until completion of one (1) year of service.

- I. An employee with five (5) years, but less than eleven (11) years of service shall earn vacation with pay at the rate of 4.615 hours per pay period with a maximum earning of three (3) basic work weeks, and may carry over a maximum of 240 hours of earned vacation.
- J. An employee with eleven (11) years, but less than twenty (20) years of service, shall earn vacation with pay at the rate of 6.154 hours per pay period (with a maximum earning of four (4) basic work weeks, and may carry over a maximum of 320 hours of earned vacation.
- K. An employee with twenty (20) or more years of service shall earn vacation with pay at the rate of 7.692 hours per pay period with a maximum earning of five (5) basic work weeks, and may carry over a maximum of 400 hours of earned vacation.
- L. Employees will not be permitted to carry over vacation into the succeeding calendar year beyond the carryover limits set forth above in this section, in paragraphs A-D.
- M. For employees on a leave of absence, lay-off, or a period of termination service time will not be accumulated during such leave of absence, lay-off, or period of employment termination.
- N. Credited Service. For all employees hired after January 1, 1992 only service as a full-time employee of the City of Medina will be credited for purposes of vacation eligibility.  
(Ord. 102-20, 203-20)

**Section 2. General practices and definitions.**

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

- F. For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.  
(Ord. 79-17, 130-17, 102-20, 203-20, 200-21)

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

Ord. 79-17

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

**SEC. 1:** That Section 31.13 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Vacation:

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

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

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

(Ord. 102-20, 203-20)

**Section 2.**    General practices and definitions.

- A. Employees will not be permitted to work for the City during their vacation periods and receive additional compensation; except an employee who has already taken off work for at least three (3) weeks of vacation in a calendar year may be compensated for additional accumulated and unused vacation if the Department Head is unable to schedule the employee off prior to the end of the year and the vacation would be forfeited.
- B. Holiday During Vacation Period. When a City-observed holiday for which an employee is entitled to straight time pay, falls within the scheduled vacation period, he will be given an additional day off with pay or, at the discretion of his supervisor, a day's pay.
- C. Basic Work Week. A basic work week as used in Section 31.09.

D. The vacation period is from the first day of the calendar year through the last day of the calendar year.

~~E. For the year 2020, the requirement that employees take off three weeks before being compensated for unused vacation described in Section A shall be waived at the discretion of the appointing authority of the employee.~~

~~F. For the year 2020, the last day of the vacation period shall be December 31, 2020 rather than the last day of the payroll year as described in Section D.~~

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

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

Ord. 79-17

**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 in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 92-24**

**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR SANDRIDGE FOOD CORPORATION.**

**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 Sandridge Food Corporation at their April 3, 2024 meeting.

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

**SEC. 1:** That the Job Creation Grant Agreement #JCG26- Sandridge Food Corporation 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 and is subject to the Law Director's final approval.

**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:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

ORD. 92-24  
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# JCG26-Sandridge Food Corp.  
(Administrative Only)

JOB CREATION GRANT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. Description of the Project.

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

2. Project Investment.

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

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

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

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

3. Job Creation and Retention.

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

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

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

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

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

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

4. Issuance of Grant.

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

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

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

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

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

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



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

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2027. The initial grant payment shall be made by approximately July 1, 2028 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Sandridge Food Corporation to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Sandridge Food Corporation is not able to meet its Year 1 projections by December 31<sup>st</sup> 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 30<sup>th</sup> of the following year, provided that Sandridge Food Corporation files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If Sandridge Food Corporation requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Sandridge Food Corporation to advise the Economic Development Director of the filing extension.

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

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

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

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

12. Termination or Modification of Incentives.

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

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

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

- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) In the event that Sandridge Food Corporation vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

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

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

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

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

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

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

If to \_\_\_\_\_ to:  
Sandridge Food Corporation

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

or such other address as may be noticed.

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

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

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF MEDINA

By: \_\_\_\_\_

Title: Mayor

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

DIRECTOR OF LAW- CITY OF MEDINA

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 93-24****A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

- SEC. 1:** That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-25 and agrees:
- 1) To purchase an estimated salt tonnage of 1,700 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
  - 2) To be bound by the terms and conditions of the contract;
  - 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
  - 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road  
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 1,700 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

**SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

**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 that the contract is due by May 3, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

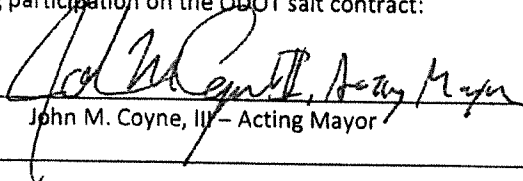


**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024**

**WHEREAS**, the CITY OF MEDINA (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3rd, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

 (Authorized Signature) 4-30-2024 Approval Date  
 John M. Coyne, III - Acting Mayor

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd, 2024.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

**RESOLUTION NO. 94-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO BUREAU OF WORKERS COMPENSATION (OBWC) FOR THE PURPOSE OF PURCHASING TWO (2) PORTABLE TRAFFIC SIGNAL UNITS.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to submit a grant application to the Ohio Bureau of Workers Compensation (OBWC) for the purpose of funding the purchase of two (2) trailer mounted traffic signal units to be used by the Street Department.

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

**SEC. 3:** If the Grant is successful, the City will be responsible for \$23,100.00 toward the purchase of this portable traffic signal system, and the funds will be available in Account No. 105-0610-54413.

**SEC. 3:** 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. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**RESOLUTION NO. 95-24**

**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE MEDINA COUNTY DRUG ABUSE COMMISSION (MCDAC) FOR FUNDING TO SUPPORT THE MEDINA POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the Medina County Drug Abuse Commission (MCDAC) for funding to support the Medina Police Department School Resource Officer Program in collaboration with the Medina City Schools to cover the cost of salaries of the three Medina Police Department’s SRO’s.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- 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 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 application deadline is May 1, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 96-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 194-14, PASSED NOVEMBER 24, 2024, RELATIVE TO THE JOB CREATION GRANT PROGRAM GUIDELINES AND APPLICATION.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, authorized the adoption of the Job Creation Grant Program, allowing for the use of governmental resources for the promotion of economic development in the community as per Article VIII, Section 13 of the Ohio Constitution; and

**WHEREAS:** Ordinance No. 194-14, passed November 24, 2024, authorized amendments to the program guidelines and application; and

**WHEREAS:** That the Economic Development Committee has met and recommended to make revisions/changes to the program guidelines and application to ensure that the program reflects an incentive based on today’s economy.

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

**SEC. 1:** That Ordinance No. 194-14, passed November 24, 2024, is hereby amended by adopting the new program guidelines and application described in Exhibit A, attached hereto and made a part hereof.

**SEC. 2:** That the new guidelines and application shall be effective retroactive to January 1, 2024.

**SEC. 3:** That a copy of the old guidelines and application are marked Exhibit B, attached hereto and made a part hereof.

**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:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



NEW  
Exhibit A  
Ord. 96-24

---

## JOB & PAYROLL CREATION GRANT PROGRAM

---

### **PROGRAM DESCRIPTION**

The City of Medina established the Job Creation Grant Program to offer incentives to eligible businesses to establish or expand in the City of Medina and to create and retain jobs. The City may offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina. A company must be considering a location and a capital investment.

The grant would only apply to the jobs and payroll created after the effective date of the grant agreement. Upon application, the city may issue a notice to proceed that is subject to all approvals.

### **ELIGIBILITY**

The program is available to businesses considering a location or expansion in the City of Medina.

Retail businesses and non-profits are not eligible.

A company not yet located in Medina must create within a 3-year period a minimum of 5 new full-time or full-time equivalent jobs within the City of Medina and a minimum payroll of \$330,000 new to the City of Medina. Increased payroll will be verified by the Regional Income Tax Authority (RITA).

A company already located in Medina and expanding at its current facility or expanding at a new facility in Medina must create within a 3-year period an additional 5 new full-time or full-time equivalent jobs and \$330,000 in new payroll, while maintaining its current employment workforce and payroll.

Upon approval of Council, the minimum job creation and new payroll requirements may be adjusted in keeping with economic conditions by an amendment to this Job Creation Grant Program.

Grant payments start after the company meets its designated target. The company has a three-year window to meet that target. (EX: If a company only needs two years to meet its job creation



and payroll projections associated with “the project”, then grant payments would start in year three)

### **APPLICATION PROCEDURES**

Application forms are available from the Economic Development Director.

Upon submittal of a completed application to the Economic Development Director, the applicant will be contacted to meet with the Business Development Committee.

A quorum is required for an application meeting.

Approval of an application is made by a simple majority.

The approval of the application means that the applicant has met the preliminary terms of the grant and that an offer will be made to the applicant.

Offers will be made in writing to the applicant. The offer will be in the form of a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina and the length of the grant in years (see “Grant Offer Guidelines” paragraph). Upon the company’s written acceptance of the offer, a legal agreement and accompanying legislation will be prepared for City Council’s approval.

An application fee of \$500, in the form of a check payable to the City of Medina, shall be submitted prior to City Council’s approval of the agreement. The fee is refundable if voted down or rescinded by either party.

### **BUSINESS DEVELOPMENT COMMITTEE**

The Business Development Committee is responsible for reviewing each application, for assuring that the application meets the guidelines as set forth in the Job Creation Grant Program, setting the annual percentage of the grant (see section titled “Grant Payments”) and for annually reviewing each approved grant for adherence to their agreement.

The Committee shall consist of the Mayor, the Economic Development Director, one (1) member representative from industry, one member (1) representative from finance, and one (1) member of Council appointed by the President of Council. The term of the members shall be four years.



### **GRANT OFFER GUIDELINES**

The maximum grant will be for 9 years and will be based on new payroll projections according to the following schedule:

<u>Payroll projected by end of Year 3</u>	<u>Length of grant</u>
\$330,000+ to 1 million	3 years
\$1 million+ to 2 million	4 years
\$2 million+ to 3 million	5 years
\$3 million+ to 5 million	6 years
\$5 million+ to 7 million	7 years
\$7 million + to 10 million	8 years
\$10 million+	9 years

The annual percentage of the grant, up to 40%, will be determined on a case-by-case basis by the Business Development Committee. Grant payments will be based on taxable wages of new jobs created that are eligible for city payroll associated with the project.

### **GRANT PAYMENTS**

Payment to the company will be made by June 30<sup>th</sup> of each year, based on the previous year's performance, provided that the company files its "Annual Reconciliation of City Income Tax Withheld - Form S-W3" by February 28<sup>th</sup>. If the company requests an extension to file the "Annual Reconciliation of City Income Tax Withheld - Form S-W3", the City will make payment within 3 months after the extended filing date. The tax form may be downloaded from the Regional Income Tax Agency site, [2023 F-17 FILLABLE WEBSITE Final.pdf \(ritaohio.com\)](https://ritaohio.com).

If a company is not able to meet Year 1 projections due to a project start in the third or fourth quarter of the year, the first grant payment may occur in the year following the first full year of the project.

The amount of the grant will be calculated annually based on the company's performance in meeting its payroll and employment projections for the previous year. The grant will be awarded according to the schedule below:



<u>% of Payroll Projections Met</u>	<u>% of Grant Awarded</u>
90-100%	full grant (40%)
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

For companies currently operating in Medina, total new payroll shall be used to determine the number of years of the grant.

The amount of the grant will be based on payroll taxes, according to the above schedule, and employment. The company must achieve at least 75% of the job creation projection for the previous year. If payroll is within the acceptable range, but employment is less than 75% of projection, no grant shall be awarded for that year.

If the company exceeds its payroll projections, the amount of new payroll used as the basis for determining the annual grant payment in any given year shall not exceed 25% above the maximum projection for the entire project.

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

### **TERMINATION OF AGREEMENT**

The date by which Year 1 projections must be met will be specified in the agreement. If a project starts or occupancy of a project facility is delayed, the company may send a written request to the Economic Development Director for a one-year extension. The extension may be approved by the Economic Development Director with notice to the Business Development Committee. If the project does not proceed as specified in the agreement or within the one-year extension period, Council may rescind the agreement upon recommendation of the Business Development Committee.

If a company fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of the agreement, City Council may rescind the agreement following an annual report by the Economic Development Director on the status of all agreements.





**Exhibit A**  
**Ord. 96-24**

If a project or occupancy of a project facility begins in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of the year and the company is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 shall be considered the first full year of occupancy.

**PAYBACK PROVISIONS**

Each agreement will include a payback provision if the company leaves the City of Medina during the term of the agreement.

**ANNUAL REPORTING & MONITORING**

Upon the City's request and on forms provided by the City, companies must submit an annual Job Creation Grant report documenting employment, payroll and investment performance. This report will be requested annually following the February 28<sup>th</sup> deadline for submittal of "Reconciliation of City Income Tax Withheld - Form 17".

Annual performance reports will be reviewed by the Economic Development Director and Finance Director, with a report to the Business Development Committee and Council.

For every year that a company receives a grant, an annual monitoring fee of \$500 will be charged to the company.

Annual monitoring will require a representative from the company to attend a meeting with the Business Development Committee and/or a site visit by a city representative.

**PROGRAM FUNDING**

Funding for the program will come from non-tax generated revenues, including but not limited to interest income, permit fees, services charges, activity fees, tax incentive application and monitoring fees.



ORD. 96-24  
Exh. B  
"OLD"

Exhibit A  
Ord. 194-14

---

## JOB & PAYROLL CREATION GRANT PROGRAM

---

### PROGRAM DESCRIPTION

The City of Medina established the Job Creation Grant Program to offer incentives to eligible businesses to establish or expand in the City of Medina and to create and retain jobs. The City may offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina. A company must be considering a location and a capital investment.

The grant would only apply to the jobs and payroll created after the effective date of the grant agreement. Upon application, the city may issue a notice to proceed that is subject to all approvals.

### ELIGIBILITY

The program is available to businesses considering a location or expansion in the City of Medina.

Retail businesses and non-profits are not eligible.

A company not yet located in Medina must create within a 3 year period a minimum of 10 new full time or full time equivalent jobs within the City of Medina and a minimum payroll of \$330,000 new to the City of Medina.

A company already located in Medina and expanding at its current facility or expanding at a new facility in Medina must create within a 3 year period an additional 10 new full time or full time equivalent jobs and \$330,000 in new payroll, while maintaining its current employment workforce and payroll.

Upon approval of Council, the minimum job creation and new payroll requirements may be adjusted in keeping with economic conditions by an amendment to this Job Creation Grant Program.

Grant payments start after the company meets its designated target. The company has a three year window to meet that target. (EX: If a company only needs two years to meet its job creation and payroll projections associated with "the project", then grant payments would start in year three)



## APPLICATION PROCEDURES

Application forms are available from the Economic Development Director.

Upon submittal of a completed application to the Economic Development Director, the applicant will be contacted to meet with the Business Development Committee.

A quorum is required for an application meeting.

Approval of an application is made by a simple majority.

The approval of the application means that the applicant has met the preliminary terms of the grant and that an offer will be made to the applicant.

Offers will be made in writing to the applicant. The offer will be in the form of a percentage of the annual payroll withholding taxes generated from new employees to the City of Medina and the length of the grant in years (see "Grant Offer Guidelines" paragraph). Upon the company's written acceptance of the offer, a legal agreement and accompanying legislation will be prepared for City Council's approval.

An application fee of \$500, in the form of a check payable to the City of Medina, shall be submitted prior to City Council's approval of the agreement. The fee is refundable if voted down or rescinded by either party.

## BUSINESS DEVELOPMENT COMMITTEE

The Business Development Committee is responsible for reviewing each application, for assuring that the application meets the guidelines as set forth in the Job Creation Grant Program, setting the annual percentage of the grant (see section titled "Grant Payments") and for annually reviewing each approved grant for adherence to their agreement.

The Committee shall consist of the Mayor, the Economic Development Director, one (1) member representative from industry, one member (1) representative from finance, and one (1) member of Council appointed by the President of Council. The term of the members shall be four years.



**GRANT OFFER GUIDELINES**

The maximum grant will be for 9 years and will be based on new payroll projections according to the following schedule:

<u>Payroll projected by end of Year 3</u>	<u>Length of grant</u>
\$330,000+ to 1 million	3 years
\$1 million+ to 2 million	4 years
\$2 million+ to 3 million	5 years
\$3 million+ to 5 million	6 years
\$5 million+ to 7 million	7 years
\$7 million + to 10 million	8 years
\$10 million+	9 years

The annual percentage of the grant, up to 40%, will be determined on a case-by-case basis by the Business Development Committee. Grant payments will be based on taxable wages of new jobs created that are eligible for city payroll associated with the project.

**GRANT PAYMENTS**

Payment to the company will be made by June 30<sup>th</sup> of each year, based on the previous year's performance, provided that the company files its "Annual Reconciliation of City Income Tax Withheld - Form S-W3" by February 28<sup>th</sup>. If the company requests an extension to file the "Annual Reconciliation of City Income Tax Withheld - Form S-W3", the City will make payment within 3 months after the extended filing date. The tax form may be downloaded from the Central Collection Agency site, [www.ccatax.ci.cleveland.oh.us](http://www.ccatax.ci.cleveland.oh.us).

If a company is not able to meet Year 1 projections due to a project start in the third or fourth quarter of the year, the first grant payment may occur in the year following the first full year of the project.

The amount of the grant will be calculated annually based on the company's performance in meeting its payroll and employment projections for the previous year. The grant will be awarded according to the schedule below:

<u>% of Payroll Projections Met</u>	<u>% of Grant Awarded</u>
90-100%	full grant (40%)
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

For companies currently operating in Medina, total new payroll shall be used to determine the number of years of the grant.



Exhibit A  
Ord. 194-14

The amount of the grant will be based on payroll taxes, according to the above schedule, and employment. The company must achieve at least 75% of the job creation projection for the previous year. If payroll is within the acceptable range, but employment is less than 75% of projection, no grant shall be awarded for that year.

If the company exceeds its payroll projections, the amount of new payroll used as the basis for determining the annual grant payment in any given year shall not exceed 25% above the maximum projection for the entire project.

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

#### **TERMINATION OF AGREEMENT**

The date by which Year 1 projections must be met will be specified in the agreement. If a project start or occupancy of a project facility is delayed, the company may send a written request to the Economic Development Director for a one year extension. The extension may be approved by the Economic Development Director with notice to the Business Development Committee. If the project does not proceed as specified in the agreement or within the one year extension period, Council may rescind the agreement upon recommendation of the Business Development Committee.

If a company fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of the agreement, City Council may rescind the agreement following an annual report by the Economic Development Director on the status of all agreements.

If a project or occupancy of a project facility begins in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of the year and the company is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 shall be considered the first full year of occupancy.

#### **PAYBACK PROVISIONS**

Each agreement will include a payback provision if the company leaves the City of Medina during the term of the agreement.

#### **ANNUAL REPORTING & MONITORING**

Upon the City's request and on forms provided by the City, companies must submit an annual Job Creation Grant report documenting employment, payroll and investment performance. This report will be requested annually following the February 28<sup>th</sup> deadline for submittal of "Reconciliation of City Income Tax Withheld - Form S-W3".



Exhibit A  
Ord. 194-14

Annual performance reports will be reviewed by the Economic Development Director and Finance Director, with a report to the Business Development Committee and Council.

For every year that a company receives a grant, an annual monitoring fee of \$500 will be charged to the company.

Annual monitoring will require a representative from the company to attend a meeting with the Business Development Committee and/or a site visit by a city representative.

**PROGRAM FUNDING**

Funding for the program will come from non-tax generated revenues, including but not limited to interest income, permit fees, services charges, activity fees, tax incentive application and monitoring fees.

### ORDINANCE NO. 97-24

**AN ORDINANCE AMENDING SECTION 943.11 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SCHEDULE OF CHARGES AND FEES FOR SPRING GROVE CEMETERY AND REPEALING ORDINANCE NO. 181-21, PASSED NOVEMBER 8, 2021.**

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

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8			
Baby Section: Single grave only, available in sequential order			
INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) Approved Holidays Passed on 12-11-2017 Ord. 184-17
Adult	\$600.00	\$900.00	\$1,200.00
Cremains Section	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt Sealing	\$250.00	\$350.00	\$500.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00
FOUNDATION FEES:			
A fee of \$0.50 shall be charged per square inch of surface material of concrete. All footers shall have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.			
COLUMBARIUM/NICHE WALL: (cremains interments only)			
One (1) Niche - \$950.00			

CLBM-2 One (1) Niche – Top Row - \$1,350.00
CLBM-2 One (1) Niche – Middle Row - \$ 1,250.00
CLBM-2 One (1) Niche – Bottom Row - \$ 1,150.00
Interment - \$350.00 per opening (max. two (2) per Niche)
Engraving - actual cost
<b>ADDITIONAL SERVICES:</b>
1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules.
2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service.
3. There shall be a \$50.00 Transfer of Lot Fee for all lot transfers.

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

**943.11 SCHEDULE OF CHARGES AND FEES.**

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

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

**943.11 SCHEDULE OF CHARGES AND FEES.**

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8 and Section 16			
Baby Section: Single grave only, available in sequential order			
INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) Approved Holidays Passed on 12-11-2017 Ord. 184-17
Adult	\$600.00	\$900.00	\$1,200.00



Cremains <b>Section</b>	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt Sealing	\$250.00	\$350.00	\$500.00
<b>DISINTERMENT AND REINTERMENT FEES:</b>			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00
<b>FOUNDATION FEES:</b>			
A fee of <del>\$0.50</del> <b>\$0.75</b> shall be charged per square inch of surface material of concrete. All footers shall have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.			
<b>COLUMBARIUM/NICHE WALL: (cremains interments only)</b>			
<del>CLBM-1 One (1) Niche - \$950.00</del> <b>CLBM 1 and CLBM-2: SOLD OUT</b>			
<del>CLBM-2 One (1) Niche - Top Row - \$1,350.00</del> <b>CLBM- One (1) Niche - Top Row - \$3,250.00</b>			
<del>CLBM-2 One (1) Niche - Middle Row - \$1,250.00</del> <b>CLBM- One (1) Niche - Middle Row - \$2,750.00</b>			
<del>CLBM-2 One (1) Niche - Bottom Row - \$1,150.00</del> <b>CLBM- One (1) Niche - Bottom Row - \$2,250.00</b>			
<del>Interment - \$350.00 per opening (max. two (2) per Niche)</del> <b>Inurnment (max. two urns (2) per niche)</b>			
Engraving - actual cost			
<b>ADDITIONAL SERVICES :</b>			
<ol style="list-style-type: none"> <li>1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules.</li> <li>2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service.</li> <li>3. There shall be a <del>\$50.00</del> <b>\$100.00</b> Transfer of Lot Fee for all lot transfers.</li> <li>4. <b>There shall be a \$250.00 administrative fee for all columbarium niches sold back to the City.</b></li> <li>5. <b>There shall be a \$600.00 charge for replacement niche covers, as applicable.</b></li> </ol>			

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

**SEC. 2:** That Ordinance No. 181-21, passed November 8, 2021, is hereby repealed.

**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:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**