

**ORDINANCE NO. 29-22**

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

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

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

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

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

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

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

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

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

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** February 28, 2022

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 1, 2022

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 29-27  
Exh. A

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

EXHIBIT A

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

JOB CREATION GRANT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. Description of the Project.

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

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$10,510,000.00** (dollars) the PROJECT.
- B. The PROJECT will involve a total investment; plus or minus 10%, by Expert Crane, Inc. as follows:

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

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

3. Job Creation and Retention.

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

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

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

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

4. Issuance of Grant.

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

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

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

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

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

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

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

## 5. Grant Payments.

### A. Initial Grant Payment.

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

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

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Expert Crane, Inc. is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

12. Termination or Modification of Incentives.

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

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

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

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Expert Crane, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
- 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) In the event that Expert Crane, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

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

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



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

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

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

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

If to the City to:

Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to:

Director of Law— City of Medina  
Gregory Huber  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

If to \_\_\_\_\_ to:

Expert Crane, Inc.

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

or such other address as may be noticed.

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

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

WITNESSED BY:

Kathy Patton  
Sherry A. Crow

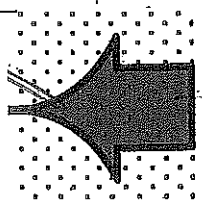
WITNESSED BY:

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

CITY OF MEDINA

By: D. Hanwell

Title: Mayor



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

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

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

DIRECTOR OF LAW— CITY OF MEDINA

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

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



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

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

**I. General Information**

**Applicant Company Name** Expert Crane, Inc.

**Home or Main Office Street Address** 5755 Grant Avenue

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

**Local Project Site Street Address** 5990 Branch Road

**City** Medina **State** Ohio **Zip code** \_\_\_\_\_

**Contact Person Name** James C. Doty Jr.

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

**Email** jamesdoty@expertcrane

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

Manufacturing and Service of Industrial Cranes

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

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

**SIC Code #** \_\_\_\_\_ **NAICS Code #** \_\_\_\_\_

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

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

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



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

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

James C. Doty \_\_\_\_\_ Rebecca A. Doty \_\_\_\_\_

James C. Doty Jr. \_\_\_\_\_ Tempest M. Doty \_\_\_\_\_

Michael L. Doty \_\_\_\_\_ Richard M. Doty \_\_\_\_\_

**Does the company owe:**

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

Yes \_\_\_\_\_ No  (please check)

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

Yes \_\_\_\_\_ No  (please check)

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

Yes \_\_\_\_\_ No  (please check)

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

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**II. Financial Information & Project Information**

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

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

Project will begin \_\_\_\_\_, 2022 and be completed \_\_\_\_\_, 2023.

**Project Description:** \_\_\_\_\_

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

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

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

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



**III. Employment & Payroll Information**

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

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

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

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

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

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



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

#### IV. Certifications

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

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

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

Expert Crane, Inc.  
Name of Property/Business Owner

Date

10/27/21

James C. Doty  
Signature

James C. Doty, Pres.

Typed Name and Title

#### Application Fee:

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