

ORDINANCE NO. 194-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS WITH LOCAL BUSINESSES PERTAINING TO THE ECONOMIC DEVELOPMENT DEPARTMENT'S SMALL BUSINESS WORKFORCE ASSISTANCE GRANT PROGRAM.

WHEREAS: Ordinance No. 114-22, passed May 9, 2022, authorized the City of Medina Economic Development Department to set aside \$200,000 of American Rescue Plan funding to implement a Small Business Workforce Assistance Grant program to assist Medina small businesses with workforce challenges due to COVID-19; and

WHEREAS: The Finance Committee, at its September 26, 2022 regular meeting, reviewed and approved 21 Small Business Grant Applications totaling \$106,000.00.

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

SEC. 1: That the Mayor is hereby authorized to enter into grant agreements with each business approved by the Finance Committee and outside legal counsel Walter-Haverfield, to assist Medina small businesses with workforce challenges due to COVID-19.

SEC. 2: That a copy of the approved businesses and a sample grant agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funding for the program, in the amount of \$106,000.00, is available in Account No. 171-0748-56633.

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

PASSED: October 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 12, 2022

SIGNED: Dennis Hanwell
Mayor

ORD. 194-22
Exh. A

| Recommended Grant Award | |
|--|-------------------------|
| Business Name | Recommended Grant Award |
| Agency One Insurance LLC | \$ 3,000.00 |
| Almost Home Childcare | \$ 10,000.00 |
| Bella Moxie Company | \$ 2,000.00 |
| Bella Sorrellas Corp | \$ 1,500.00 |
| BK Fitness and Training | \$ 2,500.00 |
| Candyapple & Co. LLC | \$ 5,000.00 |
| Castle Noel | \$ 10,000.00 |
| Chanchote LLC DBA Sweet Mango | \$ 7,500.00 |
| Chill Ice Cream Co | \$ 4,000.00 |
| Courthouse Pizza | \$ 2,500.00 |
| Eagle Computer LLC | \$ 2,500.00 |
| ECM Performance Materials Corp. | \$ 5,000.00 |
| Eleven Eleven Boutique (Reverie) | \$ 2,500.00 |
| Gardener's Cottage | \$ 3,000.00 |
| It's a Dog's Life Pet Daycare, Resort & Spa LLC | \$ 5,000.00 |
| Knot Yourself | \$ 5,000.00 |
| LSQ Manufacturing Inc (Arthur Products Co.) | \$ 7,000.00 |
| MMBKH Partners LLC DBA Got Milt Health and Fitness | \$ 2,000.00 |
| Pappas Restaurant Group (Twisted Burgers & Sushi) | \$ 10,000.00 |
| PK Coffee Houses Inc (Cool Beans Café) | \$ 10,000.00 |
| Sarah's Violin Studio | \$ 3,000.00 |
| VCS Salon and Spa | \$ 5,000.00 |

\$108,000

ARPA CITY OF MEDINA WORKFORCE ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT, dated as of the last date indicated after the signatures, is made by and between the City of Medina, and COMPANY NAME (“the Business”), referred to collectively as the “Parties”.

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was passed by Congress and signed into law on March 11, 2021, providing economic relief to state and local governments, and

WHEREAS, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and the Medina City Council elected to use ARPA funds to support small businesses with workforce issues resulting from the negative economic impact of COVID-19, and

WHEREAS, the Business has applied to the City of Medina and been awarded an ARPA Small Business Workforce Grant to lessen the negative impact of COVID-19 on the Business, and

WHEREAS, in order to properly protect the public’s interest in both the proper oversight of government spending and mitigating the workforce issues caused by COVID-19, the Parties enter into this Agreement to set forth their rights and responsibilities with respect to the awarding of an ARPA Small Business Workforce Grant to the Business.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the Parties agree as follows:

1. The City of Medina shall award to Business an ARPA Small Business Workforce Grant in the amount of GRANT AMOUNT.
2. Business’s Application, attached as Exhibit 1, is fully incorporated by this reference and made a part of this Agreement.
3. Business affirms that the information provided on the attached Application is complete, true and accurate. Business shall promptly notify the City of Medina, Economic Development Department in writing of any substantial change in the information provided in the application. A change in the information shall be considered substantial if it will have an impact on the Business’s eligibility for the grant funding.
4. Business shall spend Grant money only for the expenses specifically listed in the Agreement. Business shall make all records available on request to the City of Medina their agents or representatives and the Auditor of State related to the expenditure of any Grant money.
5. If the City of Medina or an audit conducted by the Auditor of State concludes that Grant money was improperly expended, Business shall promptly follow all necessary procedures to repay those funds deemed expended in error.
6. Business shall not use Grant money to cover the cost of any expenses already paid for and reimbursed from another federal or state program. Any such expenditure will be treated as an improper expenditure of funds, and Business shall promptly repay those funds.

7. Business, or any other businesses affiliated with or under the control of Business, shall not accept any other ARPA funding being administered in Ohio or any other State, other than this Grant.
8. This Agreement will be governed by the laws of the State of Ohio. The Parties agree to jurisdiction in the Courts of the State of Ohio.
9. The City of Medina and the City of Medina Economic Development Committee have determined that NAME OF BUSINESS may utilize the grant funding for the following purposes, and for no other purposes. Documentation of how grant funds are utilized will be specific to the approved purposes and submitted to the City of Medina no later than December 31, 2023.

Grant funding must be used for the following purposes:

As the owner of NAME OF BUSINESS, I acknowledge that I fully understand and agree with the foregoing stipulations placed on the use of these funds. I will provide all necessary documentation of funding use and will immediately return all funding not used appropriately for the purposes stipulated in this agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed the Agreement as of the date(s) set forth below.

City of Medina

Signature: _____

Printed Name: Dennis Hanwell

Title: City of Medina Mayor

Date: _____

Business Owner

Signature: _____

Printed Name: _____

Title: _____

Date: _____