

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-109-5/26 – Budget Amendments
- 20-110-5/26 – Modified Grant Contract - Project #1063: Remark Airfield
- 20-111-5/26 – Grant Application – Ohio Criminal Justice Service – Police Dept.
- 20-112-5/26 – Accept Grant – Body Armor Program – Municipal Court
- 20-113-5/26 – Accept Donation of Hand Sanitizer from Spray Products
- 20-114-5/26 – Memorandum of Understanding w/ Teamsters Local 436
- 20-115-5/26 – Expenditure – Litman, Inc. – Decorative Lights for S. Elmwood Bridge
- 20-116-5/26 – Job Creation Grant – Miller Plating, LLC
- 20-117-5/26 – Job Creation Grant – Carlisle Brake & Friction, Inc.
- 20-118-5/26 – MCRC Temporary Age Restriction Change
- 20-119-5/26 – Discussion – Opening of Municipal Pool
- 20-120-5/26 – Expenditure Over \$15,000 – Color Renovation – Uptown Park
- 20-121-5/26 – Vehicle Donation to Medina County Career Center – Police Dept.

5/11/20 (Tuesday)

REQUEST FOR COUNCIL ACTION

No. RCA 20-101-5/11

FROM: Nancy Abbott
DATE: May 5, 2020
SUBJECT: Authorization of payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

Committee: Finance

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group (see attached invoice). The 2019 purchase order is closed. A purchase order for this service was re-created on 01/24/20. A \$56,943.90 2019 payment for the service was postponed until service was completed satisfactory.

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Ask Nancy Abbott for more info.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 167-0705-54413
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Payment due.

COUNCIL USE ONLY:

Committee Action/Recommendation: *Tabled-next mtg.*

Council Action Taken: *5-11-20 estds w/ emergency*

Ord./Res.
Date:

P299

Pioneer

TECHNOLOGY GROUP

1100 Central Park Dr. Suite 100
Sanford, FL 32771

Invoice

Date:	3/31/2019
Invoice #:	30159
Account #:	Medina-BM
Rep:	NC

PAST DUE

To:
Medina Municipal Court
Nancy L Abbott
135 North Elmwood Ave
Medina, OH 44256

Purchase Order	Terms	Due Date
	Net 30	4/30/2019

Description	Qty	Rate	Amount
Benchmark Services - March 2019			
Benchmark Project Management	80	165.74	13,259.20
Benchmark Onsite Support (10 days \$1,136.50/per day)	10	1,136.50	11,365.00
Benchmark Data Conversion	35	165.74	5,800.90
Benchmark Reports and Forms	280	94.71	26,518.80

PO# 69D Line # _____
 Partial 10,000.00 Complete _____
 Date: 4/20/2019
 Approved: N. L. Abbott

PAST DUE

partial payment

Subtotal	\$56,943.90
Sales Tax (0.0%)	\$0.00
Total	\$56,943.90
Payments/Credits	\$0.00
Balance Due	\$56,943.90

OK
DS Howell
5-19-2020

Addendum to
NO. RCA 20-038-5/26

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton 

DATE: May 19, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: City Hall Parking Deck Change Order – Storm Water Detention Location

The Finance Committee discussed the potential relocation of the storm water detention structure at their February 10, 2020 meeting. There was a desire to relocate the structure to the east, so that it would be adjacent to Sully's. The initial location on the west side of the lot reduced the potential developable area of the CDC lot located south of the new parking deck.

At the meeting Council was informed that the detention basin could be relocated, however there would be a significant cost for this. These costs included a change order to the parking deck contractor as well as the costs for the City to extend the City storm sewer along W. Liberty Street to accommodate the new location. The Committee expressed interest in proceeding with the relocation, and instructed us to proceed with acquiring costs for the relocation.

Regarding the additional contractual costs (change order), our contractor (CPS), has committed to providing there proposal to us no later than Friday, May 22, 2020. We will distribute this information to Council as soon as we receive it.

Regarding the extension of the storm sewer along West Liberty, the Engineering Department has completed the design plans and prepared the engineer's estimate. Our estimate for this work is \$82,000.

If Council determines that they would like to move forward with the relocation of the storm water detention structure, the following actions must occur:

1. Council must amend Ordinance 114-19 (attached). This ordinance authorized the agreement with CPS; Council must authorize the amendment of that ordinance to increase the contract amount to cover the costs of the change order.
2. Council must approve a new ordinance in the amount of \$82,000 that authorizes the bid and award for the the project to extend the storm sewer on West Liberty.

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: In order for the City to complete the extension of the storm sewer in time for the opening of the parking deck, the bidding process should begin immediately.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 114-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DESIGN-BUILD CONTRACT WITH CPS CONSTRUCTION, INC. FOR DESIGN AND CONSTRUCTION OF A CITY HALL PARKING STRUCTURE, AND DECLARING AN EMERGENCY.

WHEREAS: Pursuant to the City's home rule authority under Section 3 of Article XVIII of the Ohio Constitution and the City's Charter, this Council enacted Ordinance Nos. 52-18 and 53-18, passed March 26, 2018, authorizing the Public Bidding Procedure and Requests for Qualifications (RFQ's) for a Criteria Developer for a design-build process for a public parking structure; and

WHEREAS: After review of the proposals including consultant interviews, Ordinance No. 134-18, passed September 10, 2018, authorized Desman Associates to be the most qualified Criteria Developer because they demonstrated substantial experience in parking deck design and construction oversight including working for governmental agencies as a Criteria Developer; and

WHEREAS: Desman Associates assisted the City in preparing a request for qualifications from Design Build Teams interested in performing this work and assisted in reviewing the qualification statements and determining which Design Build Teams were qualified to submit a proposal for this work; and

WHEREAS: On July 8, 2019, the three pre-qualified Design Build Teams submitted price and technical proposals; and

WHEREAS: Following extensive review and evaluation by the Selection Committee, CPS Construction, Inc. was recommended as the Design Builder for the project; and

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

SEC. 1: That pursuant to the home rule authority of the City under Section 3 of Article XVIII of the Ohio Constitution and the City's Charter, the Mayor is hereby authorized and directed to execute a Design-Build Contract with CPS Construction, Inc. for the design and construction of a public courthouse parking structure.

SEC. 2: That a copy of the Design-Build Contract referred to in Section 1 above is marked Exhibit A and attached hereto; said Contract and all of its parts are incorporated herein; the Contract is subject to final approval of the Medina City Law Director; and to the extent this Contract's terms may deviate from state law, the terms of this

Contract shall govern.

SEC. 3: That by this Ordinance, this Council again confirms the design-build process for the project which is the subject of the Contract authorized in Section 1 above and the process employed by the City to advertise and award the aforesaid Contract; and this Council finds that said process of advertisement and award of the Contract and the design-build process for this public improvement project is in the best interests of the City.

SEC. 4: That the funds to cover this contract, in the amount of \$3,714,000.00, are available in Account No. 301-0707-54412.

SEC. 5: 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. 6: That this Ordinance shall be considered an emergency measure necessary for furtherance of the public health, safety and general welfare of the inhabitants and visitors to the City in order to provide necessary and safe off-street parking to the public to further the interests of the City of Medina, at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: July 31, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: August 1, 2019

SIGNED: Dennis Hanwell
Mayor

RCA 20-109-5/26
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

Type (Check one)	Administrative		#	2020-008
	Finance Committee			
	Council	X		

From Account #	To Account #	Amount	Transfer	Unappropriated Funds
513-0531-52215		8,793.00		
513-0708-53311		17,583.00		

Explanation:
Reductions to current year/carryforward from 5/13 Budget Hearing

Department Head: Date:

Council/Comm Action Approved:
 Denied:
 Ret for explanation
 Ret to use existing Ord. #

Clerk of Council
 Date
 Routing: Email to: kpatton@medinaoh.org
 Finance@medinaoh.org

REQUEST FOR COUNCIL ACTION

OK
D.H. Annunzio
05-26-2020

NO. RCA 20-110-5/26

FROM: Greg Huber, Patrick Patton

DATE: May 19, 2020

SUBJECT: Modified Grant Request for Project #1063: Medina Municipal Airport: Remark Airfield

COMMITTEE
REFERRAL:

Finance & Council

Earlier this year, Council passed Ordinance 21-20 authorizing a grant application for the Remark of the Airfield at Medina Municipal Airport (attached), and Ordinance 37-20 authorizing the bid and award of the project. The City was awarded this grant and we entered into a grant contract with the Ohio Department of Transportation (ODOT) Department of Aviation. The grant would fund 95% of the total project cost for the airfield remarking. The total project cost was \$149,600, the grant was to pay for \$142,120 of this amount, the City share was \$7,480.

Repeal Res. 21-20

The City bid and awarded this contract to JJ Cunningham General Contracting LLC. Shortly before construction was set to begin, we received notification from ODOT that due to a statewide deficit, the SFY 2020 Airport Grant Program had experienced a major reduction in funding, and because of this we were to take no further action on our project (see attached).

In subsequent conversations with ODOT Aviation, we were notified that the state would cover the costs for all expenses incurred to date; but a determination regarding the possible completion of the project would be made at a later date.

We submitted the following costs incurred to date to ODOT:

- Design and Construction Engineering (Delta Airport Consultants): \$37,031.50
- Construction (JJ Cunningham): \$13,781.00
- TOTAL: \$50,812.50

ODOT submitted a modified grant to the City on May 19, 2020 (attached); they have asked us to approve and return it by June 1, 2020. In the modified grant ODOT will pay for \$48,217.00 (95%) of the costs to date; the City will cover \$2,595.50 (5%).

Please note, in order for us to be able to return the fully executed modified grant to ODOT by June 1, 2020, we will need approval of the Ordinance authorizing the modified grant by both the Finance Committee and City Council at their next meeting on May 26, 2020. Thank you for your consideration.

ESTIMATED COST: \$2,540.63 to the City; amount covered in previous allocation for this project

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested:
Reason:

YES
See above

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Ord. 104-20
5-26-20

Patrick Patton

From: Ohio.Airport.Grants@dot.ohio.gov
Sent: Thursday, May 7, 2020 10:59 AM
To: Ohio.Airport.Grants@dot.ohio.gov
Subject: NOTICE / SFY2020 Ohio Airport Grant Program, Direct Grant Applications for General Aviation Airports / NOTICE

NOTICE:

Due to a statewide deficit in the current year SFY2020 budget, the Ohio Airport Grant Program has experienced a major reduction in funding.

Though your project has received a Notice of Project Approval (NPA) and are moving forward in the Grant approval process, please take no further action on your project/s until you speak with a representative of the Office of Aviation. Please do not call as we will reach out to the Airport Sponsors, and stakeholders individually.

Can you have available the current status of your project, as well as any project expenditures and executed contracts to date

When you have your documentation available, please notify us at Ohio.Airport.Grants@dot.ohio.gov

Respectfully

Ohio Airport Grant Program

ODOT Office of Aviation

2829 W. Dublin Granville Rd, Columbus, Ohio 43235

(p) 614.387.2356 (f) 614.793.8972

transportation.ohio.gov



Patrick Patton

From: Black Cat Aviation System <system@blackcataviation.com>
Sent: Wednesday, May 20, 2020 9:11 AM
To: Patrick Patton
Subject: Ohio Airport Amended Grant Contract Offer 20-03, Remark Airfield, at the Medina Municipal Airport
Attachments: a76b27cb-7d36-4165-bc81-6618bfe99ae420-03_1G5_Medina_Amended Grant Offer.pdf

Dear FY2020 Grantee,

As you know, due to the COVID-19 pandemic and the nearly one billion-dollar shortfall in state general revenues, our FY2020 Ohio Aviation Grant Program has been cut by \$3.1 million.

It is with great regret that we write to inform you that we will be unable fund the subject project in full. ODOT has prepared an amended grant contract to fund the amount of expenses that have been incurred to date. Attached is a copy of the amended grant contract offer for this project. Please upload and submit the grant contract, signed by the Grantee and by the Grantee's attorney, to the Grant Portal in BCA within two weeks of receipt of this notice. Upon receiving the amended grant contract signed by the sponsor, ODOT will return a fully executed copy to you.

Although it is unknown at this point, our hope is that our funding will be restored in FY2021 so that we may be able to consider funding the remainder of your project. There is no requirement to re-apply for FY2021 funding as all FY2020 grant projects will be given a priority for funding over new applications received. However, because this will be a continuation of a FY2020 project, the local share will remain at 5%.

If you have any questions, Please contact us at (614) 387-2356 or Ohio.Airport.Grants@dot.ohio.gov if you require additional information.

Respectfully,

Ohio Airport Grant Program

ODOT Office of Aviation

BCA-OH-5-v1

RESOLUTION NO. 21-20

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION FOR THE MEDINA MUNICIPAL AIRPORT, REMARK AIRFIELD PROJECT.

WHEREAS: The City of Medina, Ohio intends to apply to the Ohio Department of Transportation Office of Aviation for Project #1063, Remark Airfield at Medina Municipal Airport.

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

SEC. 1: That the Council of the City of Medina, Ohio hereby approves the filing an application for grant assistance to the Ohio Department of Transportation Office of Aviation for Project #1063, Remark Airfield at the Medina Municipal Airport.

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

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

AMENDED GRANT CONTRACT

under

The Fiscal Year 2020 Ohio Airport Grant Program

between the

City of Medina

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

20-03

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Amended Grant Contract

ODOT Project. No. 20-03

WHEREAS, due to the COVID-19 pandemic, the State of Ohio state general revenues are below the budgeted estimates by nearly one billion dollars; and

WHEREAS, as a result, budget line items funded by state general revenues are being reduced throughout the state; and

WHEREAS, the Office of Budget and Management has cut \$3.1 million from the Ohio Aviation Grant Program; and

WHEREAS, paragraph 2.4 of the grant contract states that legislative or administrative action may reduce program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this section and shall be required to pay only such amount as it may determine; and

WHEREAS, paragraph 2.5 of the grant contract states this Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07; and

WHEREAS, paragraph 2.6 of the grant contract states that non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT; and

WHEREAS, paragraph 2.7 of the grant contract states ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability;

NOW, THEREFORE , the State of Ohio, Department of Transportation and the

City of Medina

hereby agree to amend the Ohio Airport Maintenance Grant Contract paragraph as follows:

SECTION 2: SCOPE OF PROJECT AND FUNDING shall be amended as follows:

Scope of Project: **Remark Airfield at Medina Municipal Airport**

2.2 The Project costs are as follows:

Total Project Cost: \$50,812

Total Local Share: \$2,595

Total State Share: \$48,217

All other terms and conditions of the Grant Contract shall remain the same for the duration of the Grant Contract.

Any person executing this Amended Grant Contract hereby represents and warrants that he/she has been duly authorized to do so.

This Amended Grant Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Amended Grant Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

AMENDED GRANT CONTACT ODOT Project. No. «Project_Number»

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Amended Grant Contract this

_____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, _____, acting as attorney for the Grantee, do hereby certify that I have examined this Amended Grant Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Amended Grant Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Amended Grant Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Amended Grant Contract.

Dated this _____ day of _____, 20_____.

By: _____

Title: _____

REQUEST FOR COUNCIL ACTION

*OK - Honesty
5-12-2020*

No. RCA 20-111-5/26

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

E.R.K.

(Signature)

Mayor's Initials:

Committee

Finance

Guidelines: See information on back of form

Date: 5/11/20

Subject: OCJS COVID-19 Reimbursement

Summary and Background: Ohio Criminal Justice Service is offering reimbursement for COVID-19 associated expenses. The reimbursement includes costs related to personnel, equipment and supplies. The Medina Police Department requests permission to apply for this grant and accept the award upon notification.

Estimated Reimbursement: \$ 50,725.43

Suggested Funding:

Sufficient Funds in Account:

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

New Appropriation Needed: N/A

Account No: 106-0101-56613

Emergency Clause Requested:

No **Yes** If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Title Page

A. Program Area: ✓ A01 - Multi-Jurisdictional Task Forces Programs
 A02 - Law Enforcement Programs
 B01 - Crime Prevention Programs
 C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
 D01 - Courts, Defense, Prosecution and Victim Service Programs
 D02 - Specialized Dockets
 E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project: Medina City Police COVID19 Response

C. Project Period: 3/1/2020 to: 12/31/2020 Extension:

D. Continuation of Subgrant Number:

E. Focus of Application: ✓ City County Township Village State

F. Budget Summary: OCJS Funds: \$46,342.03
 Cash Match: \$0
 Inkind Match: \$0
Total Budget: \$46,342.03

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Name: Dave M.I.: Last Name: Birckbichler Suffix:
 Title: Lieutenant Agency: Medina City Police Department
 Address: 150 W Friendship St City: Medina Zip: 44256 -
 Phone: 3307257777 Ext.1103 Fax: 3307220842
 Email: dbirckbichler@medinaoh.org County: Medina

H. Implementing Prefix: Mr. First Name: Edward M.I.: Last Name: Kinney Suffix:
 Title: Chief of Police Agency: Medina City Police Department
 Address: 150 W Friendship St City: Medina Zip: 44256 -
 Phone: 3307257777 Ext.1101 Fax: 3307220842
 Email: ekinney@medinaoh.org County: Medina
 Website:

I. Subgrantee: Prefix: Mr. First Name: Keith M.I.: Last Name: Dirham Suffix:
 Title: Finance Director Agency: City of Medina
 Address: 132 N Elmwood Avenue City: Medina Zip: 44256 -
 Phone: 3307229050 Ext.1023 Fax: 3307229058 Subgrantee
 Email: kdirham@medinaoh.org County: Medina Tax I.D.: 346001856

Vendor ID and Address code to be completed by OCJS:

Non-State Agency OAKS Vendor ID OAKS Address Code

State Agency OAKS Vendor ID Vendor Location

Duns Number: 081780462
 Primary Place of Performance:
 City: Medina
 State: Ohio
 Zip: 44256 - 1896

Overage
 Split Funding

Title Page

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

The Medina City Police Department has been affected by the COVID 19 pandemic in many ways. One of our Officers was diagnosed with the virus and was off work for several weeks. We also had three Patrol Officers and two Communication Operators that had COVID19 symptoms, and (as per the Governor's order) self-quarantined. These shifts were back-filled with overtime. We have also begun to review which employees can work remotely, and will be making a purchase of equipment so they may conform with the Governor's order. Each employee deep cleans and disinfects their work station and/or cruiser at the start and end of their shift and also after having contact with the public in their work space and/or cruiser. Each cruiser is deep cleaned and disinfected after each prisoner transport. Prisoners are now transported individually to limit the possible cross-contamination. Every police cruiser has now been equipped with a cellular telephone to enable Police Officers to maintain social distance when possible per the Governor 's order.

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Consultants/Contracts

Consultant and Contract rates cannot exceed \$81.25 per hour or \$650 per 8-hour day.

Name	Hourly Fee	Hours	Total
Personnel Staff CO (C)	\$34.52	10	\$345.20
Personnel Staff CO (D)	\$36.24	23	\$833.52
Personnel Staff CO (F)	\$39.96	17	\$679.32
Personnel Staff PO (C)	\$48.14	4.5	\$216.63
Personnel Staff PO (D)	\$50.55	5	
Personnel Staff PO (F)	\$55.75	4	

Consultants/Contracts Total: \$2,074.67

Provide justification, method of procurement and basis of selection.

See Personnel Form for explanation, these are the overtime hours expended to cover COVID19 absences due to the Health Department Order.

** Personnel PO (D) \$252.75 & (F) \$223.00 are not extending, total should be \$475.75 for a total Consultants/ Contracts Total of \$2,550.42.

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Travel

Mileage rate cannot exceed federal mileage rate.

✓ If this page is not applicable, check this box and click **SAVE**.

A. Auto	No. Miles	Per Mile	Total
			\$0
			\$0
B. Commercial	Destination	Fare	Total
			\$0
			\$0
C. Per Diem: (Meal & Lodging Only)	No. of days	Rate	Total
			\$0
			\$0
D. Other: (Specify)	No. Items	Rate	Total
			\$0
			\$0
		Travel Total:	\$0

Provide justification for travel (Costs must relate to the project staff & objectives).

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Other Costs

Audit costs are only supported for Non-Federal entities that expend \$750,000 or more in Federal funds in the organization's fiscal year and are required to arrange for a single organization-wide audit.

If this page is not applicable, check this box and click **SAVE**.

Other Charges	Cost	Terms	Total
Rent-Facilities			\$0
Cost of Ownership			\$0
Telephone	\$318.24	12	\$3,818.88
Utilities			\$0
Bookkeeping/Audit	\$212.48	12	\$2,549.76
Maintenance			\$0
Clerical			\$0
Auto Lease/ST Rental			\$0
Equipment Lease/ST Rental			\$0
Photocopying			\$0
Printing			\$0
Other (Specify) <u>Go-To-Meeting annual fee</u>	\$348.00	1	\$348.00
Other (Specify)			\$0
Other (Specify)			\$0
Other Costs Total:			\$6,716.64

Provide justification for other costs; provide allocation methods where appropriate.

Cellular Telephones: Equipped each marked cruiser with cellular telephone to take non-emergent calls without in-person contact

Bookkeeping/Audit: Required to track hours per employee spent cleaning and disinfecting work spaces

Go To Meeting: To host remote meetings

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Indirect Costs

Indirect Costs may not be used for match.

✓ If this page is not applicable, check this box and click **SAVE**.

Amount of Direct Costs Less Equipment	Percent 0 to 10% %	Total
	Indirect Cost Total:	\$0

Provide justification for Indirect Cost. \

Click the Browse button to upload a copy of your federally approved plan, then click **SAVE** to attach to the application.

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel			\$17,062.03	\$17,062.03
2. Consultant/Contracts			\$2,074.67	\$2,074.67
3. Travel				\$0
4. Equipment			\$20,170.00	\$20,170.00
5. Supplies			\$318.69	\$318.69
6. Other Costs			\$6,716.64	\$6,716.64
7. Confidential Funds				
8. Indirect Cost				\$0
9. Total Project Budget	\$0	\$0	\$46,342.03	\$46,342.03
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
----------------	--------	------------	---

What other funding sources are received by your agency in support of your overall program?

	Amount	Percentage %
OCJS Funds Requested:	\$46,342.03	100.00
Cash Match:	\$0	0.00
In-Kind Match:	\$0	0.00
Total Project Budget:	\$46,342.03	100.00

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project.

Include the source, amount received, and year funds were awarded.

Do you have other funding resources not identified above? Yes No

2020 Coronavirus Emergency Supplemental Funding Program

Organization: Medina City Police Department

2020-CE-LEF-00069

Budget Request By Resource & Cost Category

Identify the Source of Match:

REQUEST FOR COUNCIL ACTION

No. RCA 20-112-5/26

FROM: Medina Municipal Court

Committee: Finance

DATE: May 13, 2020

SUBJECT: Ohio Law Enforcement Body Armor Program

SUMMARY AND BACKGROUND

Medina Municipal Court has been awarded a grant through Ohio Law Enforcement Body Armor Program in the amount of \$ 4,272.75 We request Council allow the Medina Municipal Court to accept the awarded funds in reimbursement for vests expenditures for Court bailiffs.

5 qty. Galls G-Force Vest with 1 Carrier \$730.00 each = \$3650.00

Estimated Cost: \$800.00 from general fund to purchase 5 vests after reimbursement

Suggested Funding:

- sufficient funds in Account No. 001-0705-51131
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.
-

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Cindy Lastuka

From: Andrea R. Tawney <Andrea.Tawney@ohioattorneygeneral.gov>
Sent: Monday, February 10, 2020 11:26 AM
To: Cindy Lastuka
Subject: Medina - Ohio Law Enforcement Body Armor Program - Award Notification
Attachments: Request for Payment - LawEnforcementBodyArmorProgram_Form2_2020.pdf; Medina Municipal Court.pdf

Good morning,

I am pleased to inform you that your department has been awarded \$4,272.75 to purchase body armor for your officers as part of the recently announced Ohio Law Enforcement Body Armor Program.

I deeply appreciate the work of local law officers such as yours, who put their lives on the line every day to protect Ohio's families. My hope is that this grant will help to ensure their safety.

To facilitate the award of these funds, two important documents attached.

The first document (Award Acceptance) needs to be signed and returned after you've made the body armor purchase.

The second document (Request for Payment Form) also needs to be filled out and returned after you've made the body armor purchase. Please return both documents together via email to OhioLEBodyArmor@OhioAttorneyGeneral.gov

If you have any questions, please contact Andrea Tawney at OhioLEBodyArmor@OhioAttorneyGeneral.gov

Very respectfully yours,

Dave Yost
Ohio Attorney General

Thank you,

Andrea R. Tawney

Grant Specialist

Ohio Attorney General Dave Yost

614.466.4166 (Direct)

Andrea.Tawney@OhioAttorneyGeneral.gov



Quote

Customer: (5157473) MEDINA MUNICIPAL COURT
 Date: 05/13/2020
 Sales Rep: John Gajardo

Page 1 of 1
 Quote Number: 15281525
 Quote Expiration: 08/11/2020

Sold To:
 MEDINA MUNICIPAL COURT
 135 N ELMWOOD AVE
 BAILIFF OFFICE
 MEDINA, OH 44256-1878
 CINDY LASTUKA

Ship To:
 MEDINA MUNICIPAL COURT
 135 N ELMWOOD AVE
 BAILIFF OFFICE
 MEDINA, OH 44256-1878
 CINDY LASTUKA

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP1142 NAV CSTM 00	GALLS G-FORCE LVL IIIA VEST WITH 1 CARRIERS	5	1,034.99	730.00	3,650.00
1.1	BP0002	MALE CUSTOM VEST	5			

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 3,650.00
 SHIPPING: 15.00
 TAX.....
 TOTAL...: 3,665.00

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax: 877-914-2557

OK
D Hanwell
5-20-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-113-5/26
Committee Finance

FROM: Mayor Dennis Hanwell /Kimberly Marshall

DATE: May 20, 2020

SUBJECT: Accept Donation of Hand Sanitizer from Spray Products

SUMMARY AND BACKGROUND:

This request is to accept a donation of Hand Sanitizer from Spray Products valued at \$1,560.00

The company converted a portion of their operation to make this hand sanitizer and they wanted to help the city during this pandemic.

Donation consists of 13 cases (12 packs) of sprays and 2 cases (12 packs) of pours.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK
Dennis Hanwell
5-18-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-114-3/26

FROM: Mayor Dennis Hanwell
DATE: May 18, 2020
SUBJECT: Memorandum of Understanding

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for the Mayor to sign attached Memorandum of Understanding between the City of Medina and Teamsters Local 436 regarding employee health care premium contributions. Ordinance 42-20 was passed by Medina City Council and this memorandum of understanding amends the employee health care premium contribution effective date from February 1, 2020 to April 1, 2020. This will align the Teamsters contract with the three OPBA Police contracts as well as the schedule for non-union City employees in the Salary and Benefits Code.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: To permit Finance to act on the collection of the employee health care premium contributions from April 1, 2020 to present.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 105-20
Date: 5/26/20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the City of Medina (“the City”) and Teamsters Local 436 (“the Union” or “the Teamsters”) for the purpose of modifying the effective date of the 2020 modifications to the premium contributions of the employees of the Teamsters bargaining unit.

The parties agree as follows:

1. Article 26 of the current collective bargaining agreement (“the CBA”) between the City and the Union identifies that the employees’ premium contributions shall increase from twelve percent (12%) to thirteen percent (13%) (“wellness rate”); and from sixteen percent (16%) to twenty percent (20%) (“non-wellness rate”) effective February 1, 2020.
2. The City and the Union desire to modify the effective date of the 2020 employee-premium contribution increases from February 1, 2020 to April 1, 2020 so that it is consistent with the corresponding effective dates in the collective bargaining agreements between the Ohio Patrolmen’s Benevolent Association and the City.
3. Therefore, the parties agree that the increase to the 2020 employee-premium contributions from twelve percent (12%) to thirteen percent (13%) (“wellness rate”); and sixteen percent (16%) to twenty percent (20%) (“non-wellness rate”) shall be effective April 1, 2020.
4. The parties agree that this MOU applies only to the limited issue of modifying the effective date of the 2020 increases to the employee-premium contributions referenced in Article 26 of the CBA, and shall not impact any other provision of the CBA.

FOR THE CITY OF MEDINA:

FOR TEAMSTERS LOCAL 436:

Dennis T. Hanwell, Mayor

John M. Fortesque, President

Date

Date

ORDINANCE NO. 42-20

AN ORDINANCE RATIFYING THE AGREEMENT BETWEEN THE CITY OF MEDINA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 436.

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

- SEC. 1:** That the Agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436, is hereby ratified for various part-time and full time Service, Building, Engineering, and Parks and Recreation employees.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and made a part hereof and subject to the final approval of the Law Director.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: February 24, 2020

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 25, 2020

SIGNED: Dennis Hanwell
Mayor

Effective: January 1, 2020 through December 31, 2022

PCA 20-115-5/26

Finance Only

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

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

Date: 5/19/2020

Department: Engineering

Amount: \$14,645.00

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

Account Number: _____
108-0684-54414 (\$5,418.65)
380-0684-54414 (\$9,226.35)

Vendor: Litman, Inc. (L00254)

OK
2-11-2020
5-19-2020

Department head/Authorized signature: 

Item/Description:

Installation of two (2) decorative lights for S. Elmwood Bridge. This request asks to amend
the Finance Committee's previous approval for these lights by reducing the request by \$1,500
and installing a different model light. The lights included with the previous approval were
rejected by the PUCO and the Wheeling & Lake Erie Railway because they felt that the height
of the light impaired the view of the adjacent railroad crossing lights and gates, thus causing a
safety concern.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

LITMAN, INC.
 4251 BELL ROAD
 SEVILLE, OH 44273

Estimate

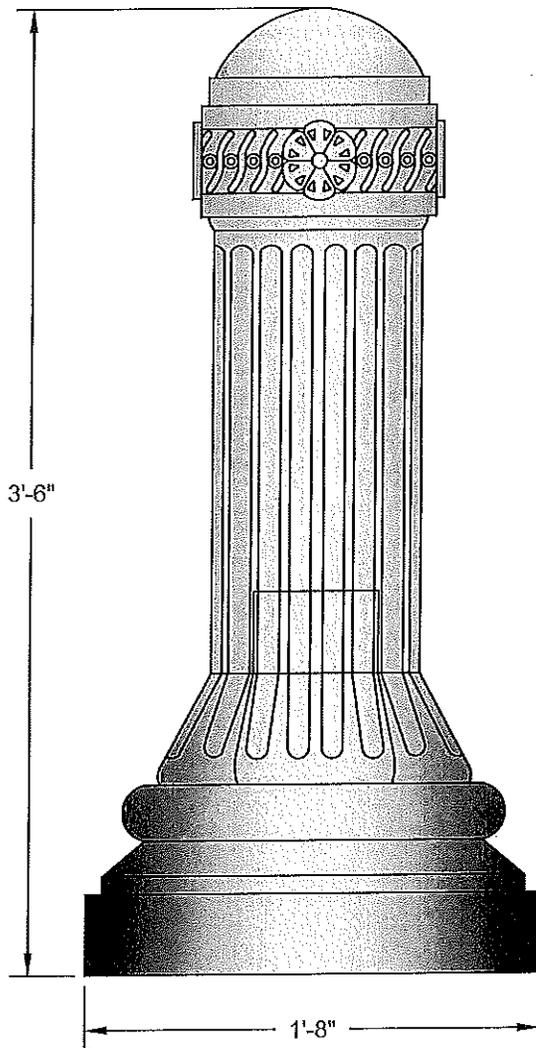
Date	Estimate #
4/16/2020	386

Name / Address
MEDINA CITY 132 N ELMWOOD AVE MEDINA OH 44256

Project

Description	Qty	Cost	Total
ELMWOOD BRIDGE LIGHTING , INSTALL METER SOCKET & PANEL SERVICE ON PEDESTAL TO BE BUILT , RUN UNDERGROUND WIRES FROM PEDESTAL TO EXISTING FIRST ENERGY POLE PER DRAWINGS , RUN UNDERGROUND ELECTRIC TO LIGHT LOCATIONS RUN UNDER ROAD THROUGH PIPES ALREADY PROVIDED BY CITY . ESTIMATE INCLUDES BOTH LIGHTS ABL1500. PER DRAWINGS PROVIDED ALL MATERIALS & LABOR		14,245.00	14,245.00
THANK YOU HAVE A BLESSED DAY		Total	\$14,245.00

Phone #
330-769-4724



SIDE VIEW
SCALE: 1 1/2" = 1'-0"

1

NOTES

- 1. TBA

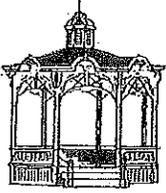
A	CREATED	JAH	05/18/17
B			
C			
REV:	DESCRIPTION:	BY:	DATE:
AMENDMENTS:			

TITLE:	CAT-NO-ABL1500	SCALE AT A4:	1.5"=1'-0"	DRAWN:	JAH	CHECKED:	XXX	REVISION:	A
STYLE:	ALLENTOWN	PART NO.:	ABL1500	PROJECT NO.:	XXX	DATE:	05/18/17		



MAIN STREET LIGHTING

1080 INDUSTRIAL PKWY.
MEDINA, OH 44256
www.mainstreetlighting.com/



City of Medina
 132 North Elmwood Ave P.O. Box 703
 Medina, OH 44268
 PH: 330-725-8861
 FAX: 330-722-9058

PURCHASE ORDER

No. 2020001130
 Show this Purchase Order Number
 on all correspondence, invoices,
 shipping papers and packages.

DELIVER AND
 SHIP TO
 THIS DEPT. ENGINEERING DEPT
 CITY OF MEDINA
 132 N ELMWOOD AVE
 MEDINA OH 44256

NAME AND
 ADDRESS
 OF VENDOR L00254
 LITMAN, INC
 4251 BELL RD
 SEVILLE OH 44273

PURCHASE ORDER DATE
 04/27/20

- TERMS:**
1. City of Medina is exempt from excise or sales tax.
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
 3. Delivery must be prepaid to destination shown above or billed to same.
 4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	2-DECORATV LGHTS@S ELMWD BRDG	108-0684-54414	0		.00	5973.65
002	2-DECORATV LGHTS@S ELMWD BRDG	380-0684-54414	0		.00	10171.35
FINANCE COMMITTEE APPROVED 04/27/20						
TOTAL AMOUNT NOT TO EXCEED						16145.00

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:
 34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:
 City of Medina
 132 North Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

Keith W. Disher
 DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

AGENDA
April 27, 2020

*****REMOTE TELECONFERENCE MEETING*****
CITY OF MEDINA
(Instructions to view attached)

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 20-085-4/13 (Addendum) – Pandemic Relief for Seniors/At-Risk City Residents
3. 20-086-4/27 – MCDAC Grant Application – Police Dept.
4. 20-087-4/27 – CHIP Private Owner Rehab – 533 S. Broadway
5. 20-088-4/27 – Economic Development TREX Transfer Form – Diner 42
6. 20-089-4/27 – Expenditure Over \$15,000 – Litman, Inc. – Engineering
7. 20-090-4/27 – Expenditure Over \$15,000 – Stepmobile – Municipal Court
8. 20-091-4/27 – Budget Amendment
#2020-007 – Accept Donations, Stephenson Foundation & Miracle League
9. Courthouse Update

PO# 2020-1130
\$16,145.⁰⁰

OK
at Council
5-19-2020

REQUEST FOR COUNCIL ACTION

No. PCA 20-116-5/26
Committee Finance

FROM: Kimberly Marshall

DATE: May 19, 2020

SUBJECT: Job Creation Grant Agreement for Miller Plating, LLC

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into a Job Creation Grant agreement with Miller Plating, LLC for the purpose of establishing a business located at 940 Lafayette Rd., creating 35 new full time jobs to the City of Medina by 2023.

Miller Plating, LLC will have an investment of approximately \$617,000.00 in this project.

Miller Plating, LLC has committed to creating 35 new full-time positions with new payroll of \$1,140,000.00 to the City of Medina at the following estimated schedule:

- Mid Year 2020 - 8 new FT positions
- Year 2021 -12 new FT positions
- Year 2022 -15 new FT positions

The agreement will provide Miller Plating, LLC with a grant up to 40% of new payroll taxes to the City of Medina for four years.

We respectfully request approval of the Job Creation Grant agreement subject to the Law Director's review and approval. (Draft Agreement attached)

As a reminder to council and public, job creation grants are paid from NON-income tax generated revenues.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

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# JCG20-Miller Plating, LLC20
(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 Miller Plating, LLC with its main offices located at 15 Cindy Lane, Ocean Twp, New Jersey, 07712 (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, Miller Plating, LLC is desirous of locating in the City of Medina and will be purchasing the property located at 940 Lafayette Road, Medina, Ohio to create 35 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 Miller Plating, LLC with incentives available for the development of the PROJECT; and

WHEREAS, Miller Plating, LLC 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, Miller Plating, LLC 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 Miller Plating, LLC and has recommended the same to Medina City Council on the basis that Miller Plating, LLC 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. Miller Plating, LLC shall purchase the property at 930-940 Lafayette Rd., and the assets of the former Medina Plating Plant 1, clean-up, repair/rejuvenate equipment, and install new equipment in Medina, Ohio 44256.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$617,000(dollars) the PROJECT.

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

1. Land and Acquisition of Buildings	\$	140,000.00
2. New Machinery and Equipment	\$	150,000.00
3. New Furniture & Fixtures	\$	150,000.00
4. Facility improvements	\$	75,000.00
5. Inventory	\$	10,000.00
6. Improvements to Existing Buildings	\$	75,000.00
7. IT Costs/Training Costs	\$	<u>92,000.00</u>
TOTAL	\$	617,000.00

- C. Purchase of the facility and improvements will begin approximately December, 2019 and will be completed approximately July 1, 2020.

3. Job Creation and Retention.

- A. Miller Plating, LLC 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 35 new full-time permanent job opportunities in the City of Medina.

- 1) Miller Plating, LLC schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	8
2	12
3	<u>15</u>
	35 TOTAL

- B. The job creation period begins approximately July 1, 2020 and all jobs will be in place by July 1, 2023.
- C. The Company currently has 0 employees at the project site. The Company currently has 0 employees in the City of Medina. In total, the Company has 0 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 \$1,140,000.00 of additional annual payroll in the City if 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 \$ 0.

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>
4	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 \$7,125.00. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, Miller Plating, LLC must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Miller Plating, LLC does not achieve at least 90% of new payroll projections, Miller Plating, LLC 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 Miller Plating, LLC fails to meet 75% of new payroll or 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 July 1, 2023. The initial grant payment shall be made by approximately July 1, 2024 (following year), provided that Miller Plating, LLC files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2024, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start 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 Miller Plating, LLC 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 Miller Plating, LLC is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment

will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that Miller Plating, LLC files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If Miller Plating, LLC 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 Miller Plating, LLC to advise the Economic Development Director of the filing extension.
 - C. Use of Grant Payments. Grants shall be allocated by Miller Plating, LLC 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. Miller Plating, LLC shall pay all taxes and shall file all tax reports and returns as required by law. If Miller Plating, LLC 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. Miller Plating, LLC shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Miller Plating, LLC's 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 Miller Plating, LLC 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. Miller Plating, LLC certifies that at the time this Agreement is executed, Miller Plating, LLC 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 Miller Plating, LLC is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Miller Plating, LLC 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 **Miller Plating, LLC**. 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, **Miller Plating, LLC** 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 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 **Miller Plating, LLC** 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 **Miller Plating, LLC** in all pertinent respects.

12. Termination or Modification of Incentives.
 - A. If **Miller Plating, LLC** 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 **Miller Plating, LLC** 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 **Miller Plating, LLC** 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 **Miller Plating, LLC'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 **Miller Plating, LLC**

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 Miller Plating, LLC 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 Miller Plating, LLC 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 Miller Plating, LLC vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 7 (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 Miller Plating, LLC 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 Miller Plating, LLC moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 7 year period beginning on the effective date of this Agreement; or within ten (10) days from the date Miller Plating, LLC is notified by the City of Medina that any tax certification is fraudulent.

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

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

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

13. Fees. Miller Plating, LLC shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Miller Plating, LLC 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:

Miller Plating, LLC

15 Cindy Lane
Ocean Twp, NJ 07712

or such other address as may be noticed.

15. Condition Precedent. Miller Plating, LLC 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 Miller Plating, LLC, by William Glass, its Owner, CEO, have caused this instrument to be executed on the _____ day of _____, 2020.

WITNESSED BY:

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

By: _____

Title: _____

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

DIRECTOR OF LAW- CITY OF MEDINA

By: _____

Date: _____

Job Creation Grant Miller Plating (JCG20)
For Tax Years - (Estimate)

Projected New Payroll	\$ 1,140,000.00	\$ 1,140,000.00
Actual new Payroll	\$ 1,140,000.00	\$ 1,425,000.00
Percentage	100.00%	125.00%
Maximum basis	125.00%	125.00%
Base Payroll	\$ 1,140,000.00	\$ 1,425,000.00
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 14,250.00	\$ 17,812.50
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 5,700.00	\$ 7,125.00
4 YEAR GRANT	\$22,800.00	\$28,500.00

*o.k. Harnett
5-19-2020*

REQUEST FOR COUNCIL ACTION

No. RCA 20-117-5/26

FROM: Kimberly Marshall

Committee Finance

DATE: May 19, 2020

SUBJECT: Job Creation Grant Agreement for Carlisle Brake & Friction, Inc.

SUMMARY AND BACKGROUND:

A request for the Mayor to enter into a Job Creation Grant agreement with Carlisle Brake & Friction, Inc. for the purpose of consolidating HQ Operations from Solon to Medina. The project entails an office renovation and addition of a mezzanine to accommodate 54 employees at the 920 Lake Rd. facility.

Carlisle Brake & Friction, Inc. will have a total investment of \$1,900,000.00 for the office improvements to existing facility.

Carlisle Brake & Friction has committed to creating 54 new full-time positions with new payroll of \$6,066,043.00 to the City of Medina at the following schedule:

Late 2020 - 54 new FT positions

The agreement will provide Carlisle Brake & Friction, Inc. with a grant up to 40% of new payroll taxes to the City of Medina for seven years.

We respectfully request approval of the Job Creation Grant agreement subject to the Law Director's review and approval (Draft Agreement attached).

As a reminder to council and the public, job creation grants are paid from NON-income tax generated revenues.

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

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# JCG21-Carlisle Brake & Friction,
Inc.20
(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 Carlisle Brake & Friction, Inc. with its main offices located at 6180 Cochran Road, Solon, Ohio 44139 (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, Carlisle Brake & Friction, Inc. is desirous of consolidating its Ohio locations into the City of Medina and will be moving from the Solon, Ohio location to the 920 Lake Road, Medina, Ohio location to create 54 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 Carlisle Brake & Friction, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Carlisle Brake & Friction, 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, Carlisle Brake & Friction, 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 Carlisle Brake & Friction, Inc. and has recommended the same to Medina City Council on the basis that Carlisle Brake & Friction, 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. **Carlisle Brake & Friction, Inc.** shall consolidate their Solon, Ohio location into the facility located at 920 Lake Road, Medina, Ohio.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$1,900,000.00 (dollars) the PROJECT.

- B. The PROJECT will involve a total investment, plus or minus 10%, by **Carlisle Brake & Friction, Inc.** as follows:

1. Improvements to Existing Buildings	\$	<u>1,900,000.00</u>
TOTAL	\$	1,900,000.00

- C. Consolidation of the facilities and improvements will begin approximately June, 2020 and will be completed approximately August, 2020.

3. Job Creation and Retention.

- A. **Carlisle Brake & Friction, 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 54 new full-time permanent job opportunities in the City of Medina.

- 1) **Carlisle Brake & Friction, Inc.** schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	54
2	0
3	0

- B. The job creation period begins approximately June, 2020 and all jobs will be in place by August, 2020.

- C. The Company currently has 344 employees at the project site. The Company currently has 344 employees in the City of Medina. In total, the Company has 444 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 \$6,066,043.00 of additional annual payroll in the City if 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 \$ 17,407,473.62.

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>
7	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 \$37,912.00. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, Carlisle Brake & Friction, Inc. must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Carlisle Brake & Friction, Inc. does not achieve at least 90% of new payroll projections, Carlisle Brake & Friction, 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 Carlisle Brake & Friction, 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.
- (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 August 1, 2023. The initial grant payment shall be made by approximately July 1, 2024 (following year), provided that Carlisle Brake & Friction, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2024, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start 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 Carlisle Brake & Friction, 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 Carlisle Brake & Friction, Inc. is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that Carlisle Brake & Friction, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If Carlisle Brake & Friction, 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 Carlisle Brake & Friction, Inc. to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by Carlisle Brake & Friction, 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. Carlisle Brake & Friction, Inc. shall pay all taxes and shall file all tax reports and returns as required by law. If Carlisle Brake & Friction, 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. Carlisle Brake & Friction, Inc. shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Carlisle Brake & Friction, Inc.'s 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 Carlisle Brake & Friction, 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. Carlisle Brake & Friction, Inc. certifies that at the time this Agreement is executed, Carlisle Brake & Friction, 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 Carlisle Brake & Friction, 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, Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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, **Carlisle Brake & Friction, 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 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, Inc.** in all pertinent respects.
12. **Termination or Modification of Incentives.**
 - A. If **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, Inc.** is notified by the City of Medina that any tax certification is fraudulent.

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

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

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

13. Fees. Carlisle Brake & Friction, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Carlisle Brake & Friction, 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:

Carlisle Brake & Friction, Inc.

6180 Cochran Road
Solon, Ohio 44139

or such other address as may be noticed.

15. Condition Precedent. **Carlisle Brake & Friction, 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 **Carlisle Brake & Friction, Inc.**, by **Karl T. Messmer, President**, have caused this instrument to be executed on the _____ day of _____, 2020.

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: _____

**Job Creation Grant Carlisle Brake & Friction
For Tax Years (Estimate)**

Projected New Payroll	\$ 6,066,043.00	\$ 6,066,043.00
Actual new Payroll	\$ 6,066,043.00	\$ 7,582,553.00
Percentage	100.00%	125.00%
Maximum basis	125.00%	125.00%
Base Payroll	\$ 6,066,043.00	\$ 7,582,553.00
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 75,825.54	\$ 94,781.91
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 30,330.22	\$ 37,912.77
7 YEAR GRANT	\$212,311.54	\$265,389.39

OK D6 H answer
5/20/20

REQUEST FOR COUNCIL ACTION

No. RCR 20-118-5/26

FROM: Mike Wright
DATE: May 20, 2020
SUBJECT: MCRC Age Restrictions Change

Committee: Finance

SUMMARY AND BACKGROUND:

The MCRC is opening the Rec Center with substantial changes to our operating policies due to COVID19 state regulations. We will be implementing occupancy limitations and would like to initiate a temporary change in the age restriction for facility access. We are proposing changing the minimum age of general admission to sixteen. There would be exceptions for those individuals registered for specialized programs. The MCRC will re-evaluate these age restrictions on an ongoing basis and will adjust as we are able to accommodate more patrons in various areas of the facility.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK
D.H. Howell
5-22-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-119-5/26

FROM: Mike Wright
DATE: May 20, 2020

Committee: Finance

SUBJECT: Opening of Municipal Pool - Discussion item

SUMMARY AND BACKGROUND:

The MCRC and Parks Department would like to discuss the opening of the outdoor Municipal Pool. At this time, we are on a delayed opening due to COVID19, and there are several issues that need to be discussed.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

RCA 20-120-5/26

OK [Signature] RCA 20-120-5/26
5/20/2020 Finance Only

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

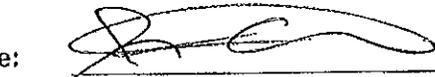
- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00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

Date: 5/20/2020 Department: Parks- Uptown

Amount: Not to Exceed \$20,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 104-0305-53322

Vendor: Color Renovation, LLC #C00491

Department Head/Authorized Signature: 

Item/Description:

In 2019, the parks department received approval in the amount of \$15,000 on PO#2019001661
to secure and schedule Color Renovation to paint the gazebo in spring 2020. Due to unforeseen
repairs, we respectfully ask to open a new 2020 PO in the amount of \$5,000 making the project
total not to exceed \$20,000.00

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

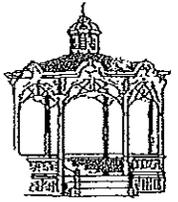
Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.



City of Medina

132 North Elmwood Ave P.O. Box 703
Medina, OH 44258
PH: 330-725-8861
FAX: 330-722-9058

PURCHASE ORDER

No. 2019001661

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

DELIVER AND
SHIP TO
THIS DEPT. PARKS DEPARTMENT
CITY OF MEDINA
132 NORTH ELMWOOD
MEDINA, OHIO 44256

NAME AND
ADDRESS
OF VENDOR C00491
COLOR RENOVATION LLC
790 KEN MAR INDUSTRIAL PKWY
BROADVIEW HEIGHTS OH 44147

PURCHASE ORDER DATE

10/04/19

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
101	GAZEBO-PAINT UPPER PORTION NEW VENDOR & EXPENDITURE BOC APPROVED	104-0305-53322 10/04/19	0		.00	15000.00
TOTAL AMOUNT NOT TO EXCEED						15000.00

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:
34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

END ALL INVOICES TO:
City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

Robert W. Dickerson
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

EXTERIOR
Commercial
Estimate & Contract



Business Name: City of Medina (Uptown Park Gazebo Painting)

Contact Name: Jansen Wehrley Contact Phone Number: 330-721-6950

Contact Email: jwehrley@medinaoh.org

Address: 50 1/2 Public Square City: Medina State: OH Zip: 44256

Estimate Date & Time: 9-24-19

Property Description: Office Warehouse Retail Food

Surface Type: Wood Brick Aluminum Vinyl Other _____

Description:

Quote is for preparation and painting of upper portion of gazebo (from above collars 3/4 way up on pillar),
and cupola.

- Mildew/mold to be hand washed with bleach/JoMax/water mixture.

- Loose paint will be scraped and sanded. Bare wood primed with oil-base primer (with flow additive)

- Loose/damaged caulk will be removed. Cracks will be re-caulked with polyurethane caulk.

- Cupola on top will be prepped and painted. Protect copper roof with plywood/carpet padding.

- Finish coat will be Sherwin Williams Emerald (satin finish) Match current colors (city has colors on file)

Option to add carpentry as needed - \$70/ hr plus materials (unsure of scope until we start preparation)

Option to add preparation and painting of gazebo ceiling: \$2400 including materials

Work will be performed during the week, and cleaned up completely for weekend use

Total Cost: ~~\$41,425~~
\$13,825⁰⁰

PO sent 10/8/19

~~\$250 down upon initiating contract. 40% deposit due at the start of the job. Balance due upon completion.~~

Any work not specified on agreement will be billed at \$50/hour additional.

Estimated date of completion (if contract is returned this week): _____

REQUEST FOR COUNCIL ACTION

*OK
D. Hameel
5-20-2020*

No. RCA 20-121-5/26

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**



Mayor's Initials:

Committee

Finance

Guidelines: See information on back of form

Date: May 20, 2020

Subject: Vehicle Donation

Summary and Background

Requesting permission to donate our oldest vehicle, a 2013 Ford Explorer, to the Medina County Career Center. The vehicle will be used for the Criminal Justice Program. The Criminal Justice program provides students with education and training in forensic science, homeland security, law enforcement, public safety and more. Students gain communication, human relations, reporting and patrolling skills. They practice subject control, firearms safety and gain knowledge about terrorism awareness and accident and crime scene investigations. The addition of a donated patrol vehicle will assist the Career Center in providing a accurate and realistic training tool. The Medina Police Department has benefited in hiring individuals who have graduated from area criminal justice vocational schools. The vehicle will be used on the campus of the Medina County Career Center. Traditionally, our used vehicles bring little revenue from the City auction. I believe this vehicle will serve a more valuable purpose being donated to the Career Center. The Career Center is happy and willing to accept the donation.

2013 Ford Explorer unit 99
VIN 1FM5K7ARXDGB63821

Estimated Cost: 0

Suggested Funding:

Sufficient Funds in Account No:

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

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No **Yes** If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date: