ORDINANCE NO. ____- 24.

AN ORDINANCE AMENDING SECTION 1107, 1113.06(d), AND SECTION 1115.32, OF THE PAINESVILLE CODE OF 1998, RELATING TO MANUFACTURING, EXTRACTIVE/DEPOSIT USE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has provided a Text Amendment change to the Unified Development Code Sections 1107, 1113.06(d) and 1115.32, regarding Manufacturing, Extractive/Deposit use; and

WHEREAS, the City of Painesville desires to provide a mechanism to create developable parcels within the B-2, M-1, and M-2 Districts; and

WHEREAS, the Planning Commission reviewed the proposed Text Amendment on March 14, 2024; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to amend Sections 1107, 1113.06(d) and 1115.32; and

WHEREAS, Section 1111.11 of the Unified Development Code requires City Council to consider the Planning Commission's recommendation and vote on the amendment after holding a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: The Text Amendment changes to the Unified Development Code in Section 1107, 1113.06(d) and Section 1115.32 are hereby adopted:

1107.02 Definitions

(121) Manufacturing, extractive/deposit - Any mining, quarrying, excavating, processing, storing, separating, cleaning or marketing of any mineral natural resources, or the deposit of any mineral, soil or natural resource.~~.~~

1113.06(d)

Main Use Category	S-1	R-1	R1-60	R-2	B-1	B-2	B-3	DD	M-1	M-2	
Manufacturing, Extractive/Deposit						C			C	C	1115.19 1115.32

Add Section 1115.32 MANUFACTURING EXTRACTIVE/DEPOSIT

In addition to the conditional use requirements set forth in section 1111.08, any extraction or deposit of mineral resources, including soil, shall comply with the following specific standards and conditions:

(a) Soil shall only be permitted to be extracted or deposited to create a buildable or developable parcel.

(b) No permit shall be issued unless a plan is submitted indicating how the property will be developed after the extraction or deposit of the natural resource.

(c) The plan shall indicate the grading on the adjacent properties and any potential impacts to those parcels.

(d) Parcels that are adjacent to either S-1, R-1, R1-60 or R-2 shall provide buffering and screening of the properties so zoned. The buffer shall be a minimum of 20 feet in depth and shall contain a plant material which is a minimum of 75% evergreen. Solid fencing and screening may be permitted by the Planning Commission as a buffer provided that a minimum of 20 feet of buffer is provided.

(e) The Applicant shall comply with the standards set forth in Chapter 1143 of the Painesville Code of Ordinances related to erosion and sediment control.

(f) The applicant shall comply with the requirements of the Ohio EPA and Lake County Soil and Water Conservation District and present evidence of such compliance.

~~(a)~~(g) The applicant shall indicate that the extraction or deposit of soil will not hinder, impede or in any way impact the delivery of all utilities to the site or impact the public right of way.

The Commission shall make a finding that the removal or deposit of natural material will not have a negative impact on the adjacent property, the utilities or right of way and that the removal or deposit of the soil is necessary for the future developability or buildability of the site. The Commission may request information and the opinion of the City Engineer or other qualified professional in making this determination. The Commission may waive or modify any of the standards and conditions based on the specific circumstances of the site.

SECTION II: That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and/or safety and for the welfare of the citizens of the City of Painesville and for further reason to create buildable lots for commercial and industrial development, and; therefore; this Ordinance shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE DATE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO. _____-24

AN ORDINANCE AMENDING APPROPRIATIONS AND TO
AUTHORIZE ADDITIONAL INTER-FUND TRANSFERS AND
ADVANCES THE CURRENT EXPENSES AND OTHER EXPENDITURES
OF THE CITY OF PAINESVILLE, STATE OF OHIO
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024
AND ADOPTING THE OPERATING BUDGET,
AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That there be appropriated from the GENERAL FUND, FUND NO. 101:

		1st May Amended	Amended
GENERAL GOVERNMENT:			
LEGISLATIVE:			
COUNCIL:			
FUNCTION NO. 1110:			
PERSONNEL SERVICES	$ 11,700.00	$ 11,700.00	$ 11,700.00
MATERIALS AND SUPPLIES	$ 420.00	$ 420.00	$ 420.00
SERVICES AND CHARGES	$ 3,700.00	$ 3,700.00	$ 3,700.00
TOTAL - COUNCIL:	$ 15,820.00	$ 15,820.00	$ 15,820.00
CLERK OF COUNCIL:			
FUNCTION NO. 1120:			
PERSONNEL SERVICES	$ 8,150.00	$ 8,150.00	$ 8,150.00
MATERIALS AND SUPPLIES	$ 330.00	$ 330.00	$ 330.00
SERVICES AND CHARGES	$ 5,290.00	$ 5,290.00	$ 5,290.00
TOTAL - CLERK OF COUNCIL:	$ 13,770.00	$ 13,770.00	$ 13,770.00
TOTAL - LEGISLATIVE:	$ 29,590.00	$ 29,590.00	$ 29,590.00
JUDICIAL - MUNICIPAL COURT:			
MUNICIPAL COURT:			
FUNCTION NO. 1210:			
PERSONNEL SERVICES	$ 246,410.00	$ 246,410.00	$ 246,410.00
TOTAL - MUNICIPAL COURT:	$ 246,410.00	$ 246,410.00	$ 246,410.00
CLERK OF COURT:			
FUNCTION NO. 1220:			
PERSONNEL SERVICES	$ 711,800.00	$ 711,800.00	$ 711,800.00
SERVICES AND CHARGES	$ 28,610.00	$ 28,610.00	$ 28,610.00
TOTAL - CLERK OF COURT:	$ 740,410.00	$ 740,410.00	$ 740,410.00
PROBATION:			
FUNCTION NO. 1230:			
PERSONNEL SERVICES	$ 234,270.00	$ 234,270.00	$ 234,270.00
TOTAL - PROBATION:	$ 234,270.00	$ 234,270.00	$ 234,270.00
TOTAL - JUDICIAL - MUNICIPAL COURT:	$ 1,221,090.00	$ 1,221,090.00	$ 1,221,090.00
EXECUTIVE:			
CITY MANAGER:			
FUNCTION NO. 1310:			
PERSONNEL SERVICES	$ 75,500.00	$ 75,500.00	$ 75,500.00
MATERIALS AND SUPPLIES	$ 2,170.00	$ 2,170.00	$ 2,170.00
SERVICES AND CHARGES	$ 38,030.00	$ 57,530.00	$ 57,530.00
TOTAL - CITY MANAGER:	$ 115,700.00	$ 135,200.00	$ 135,200.00
INFORMATION TECHNOLOGY:			
FUNCTION NO. 1320:			
SERVICES AND CHARGES	$ 20,500.00	$ 34,500.00	$ 34,500.00
TOTAL - INFORMATION TECHNOLOGY:	$ 20,500.00	$ 34,500.00	$ 34,500.00
COMMUNICATIONS:			
FUNCTION NO. 1330:			
PERSONNEL SERVICES	$ 13,870.00	$ 13,870.00	$ 13,870.00
MATERIALS AND SUPPLIES	$ 850.00	$ 850.00	$ 850.00
SERVICES AND CHARGES	$ 13,840.00	$ 13,840.00	$ 13,840.00
TOTAL - COMMUNICATIONS:	$ 28,560.00	$ 28,560.00	$ 28,560.00
ECONOMIC DEVELOPMENT:			
FUNCTION NO. 1340:			
PERSONNEL SERVICES	$ 34,790.00	$ 34,790.00	$ 34,790.00
MATERIALS AND SUPPLIES	$ 960.00	$ 960.00	$ 960.00
SERVICES AND CHARGES	$ 18,840.00	$ 18,840.00	$ 18,840.00
TOTAL - ECONOMIC DEVELOPMENT:	$ 54,590.00	$ 54,590.00	$ 54,590.00

GENERAL FUND (CONTINUED)
GENERAL GOVERNMENT (CONTINUED)

HUMAN RESOURCES:
FUNCTION NO. 1350:

PERSONNEL SERVICES	$ 49,330.00	$ 54,330.00	**$ 46,920.00**
MATERIALS AND SUPPLIES	$ 3,480.00	$ 3,480.00	$ 3,480.00
SERVICES AND CHARGES	$ 41,640.00	$ 41,640.00	$ 41,640.00
TOTAL - HUMAN RESOURCES:	$ 94,450.00	$ 99,450.00	**$ 92,040.00**
TOTAL - EXECUTIVE:	$ 313,800.00	$ 352,300.00	**$ 344,890.00**

FINANCE:
FINANCE DEPARTMENT:
FUNCTION NO. 1410:

PERSONNEL SERVICES	$ 112,170.00	$ 116,832.00	**$ 124,242.00**
MATERIALS AND SUPPLIES	$ 2,120.00	$ 2,120.00	$ 2,120.00
SERVICES AND CHARGES	$ 47,780.00	$ 47,780.00	$ 47,780.00
TOTAL - FINANCE DEPARTMENT:	$ 162,070.00	$ 166,732.00	**$ 174,142.00**

INCOME TAX COLLECTION:
FUNCTION NO. 1420:

SERVICES AND CHARGES	$ 266,000.00	$ 266,000.00	$ 266,000.00
TOTAL - INCOME TAX COLLECTION:	$ 266,000.00	$ 266,000.00	$ 266,000.00

CENTRAL WAREHOUSE
FUNCTION NO. 1430:

SERVICES AND CHARGES	$ 1,170.00	$ 1,170.00	$ 1,170.00
TOTAL - CENTRAL WAREHOUSE	$ 1,170.00	$ 1,170.00	$ 1,170.00
TOTAL - FINANCE:	$ 429,240.00	$ 433,902.00	$ 441,312.00

LAW:
ADMINISTRATION:
FUNCTION NO. 1510:

PERSONNEL SERVICES	$ 53,010.00	$ 53,010.00	$ 53,010.00
TOTAL - LAW:	$ 53,010.00	$ 53,010.00	$ 53,010.00

ENGINEERING:
ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

PERSONNEL SERVICES	$ 88,780.00	$ 88,780.00	$ 88,780.00
MATERIALS AND SUPPLIES	$ 4,010.00	$ 4,010.00	$ 4,010.00
SERVICES AND CHARGES	$ 10,450.00	$ 10,450.00	$ 10,450.00
TOTAL - ENGINEERING:	$ 103,240.00	$ 103,240.00	$ 103,240.00

PUBLIC LANDS AND BUILDINGS:
BUILDING OPERATIONS:
FUNCTION NO. 1710:

PERSONNEL SERVICES	$ 12,700.00	$ 12,700.00	$ 12,700.00
MATERIALS AND SUPPLIES	$ 2,790.00	$ 2,790.00	$ 2,790.00
SERVICES AND CHARGES	$ 53,560.00	$ 55,560.00	$ 55,560.00
TOTAL - PUBLIC LANDS AND BUILDINGS:	$ 69,050.00	$ 71,050.00	$ 71,050.00

MISCELLANEOUS:
INSURANCE:
FUNCTION NO. 1910:

SERVICES AND CHARGES	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL - INSURANCE:	$ 100,000.00	$ 100,000.00	$ 100,000.00

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES	$ 7,100.00	$ 7,100.00	$ 7,100.00
TOTAL - TAX SETTLEMENT DEDUCTIONS:	$ 7,100.00	$ 7,100.00	$ 7,100.00
TOTAL - MISCELLANEOUS:	$ 107,100.00	107,100.00	107,100.00
TOTAL - GENERAL GOVERNMENT:	$ 2,326,120.00	$ 2,371,282.00	$ 2,371,282.00

PUBLIC SAFETY :
POLICE:
POLICE DEPARTMENT
FUNCTION NO. 2110:

PERSONNEL SERVICES	$ 3,750,550.00	$ 3,745,550.00	$ 3,745,550.00
TOTAL - POLICE DEPARTMENT	$ 3,750,550.00	$ 3,745,550.00	$ 3,745,550.00

POLICE DEPARTMENT - OTHER
FUNCTION NO. 2120:

PERSONNEL SERVICES	$ 414,290.00	$ 414,290.00	$ 414,290.00
MATERIALS AND SUPPLIES	$ 166,410.00	$ 175,310.00	$ 175,310.00
SERVICES AND CHARGES	$ 141,080.00	$ 158,420.00	$ 158,420.00
TOTAL - POLICE DEPARTMENT - OTHER	$ 721,780.00	$ 748,020.00	$ 748,020.00
TOTAL - POLICE:	$ 4,472,330.00	$ 4,493,570.00	$ 4,493,570.00

GENERAL FUND (CONTINUED)

FIRE:				
FIRE DEPARTMENT:				
FUNCTION NO. 2210:				
PERSONNEL SERVICES	$ 2,476,860.00	$ 2,476,860.00	$ 2,476,860.00	
MATERIALS AND SUPPLIES	$ 25,500.00	$ 25,500.00	$ 25,500.00	
SERVICES AND CHARGES	$ 59,280.00	$ 59,280.00	$ 59,280.00	
TOTAL - FIRE DEPARTMENT:	$ 2,561,640.00	$ 2,561,640.00	$ 2,561,640.00	
FIRE DEPARTMENT - OTHER:				
FUNCTION NO. 2220:				
PERSONNEL SERVICES	$ 42,920.00	$ 42,920.00	$ 42,920.00	
TOTAL - FIRE DEPARTMENT - OTHER:	$ 42,920.00	$ 42,920.00	$ 42,920.00	
TOTAL - FIRE:	$ 2,604,560.00	$ 2,604,560.00	$ 2,604,560.00	
POLICE AND FIRE COMMUNICATIONS:				
DISPATCH:				
FUNCTION NO. 2310:				
SERVICES AND CHARGES	$ 679,300.00	$ 679,300.00	$ 679,300.00	
TOTAL - DISPATCH:	$ 679,300.00	$ 679,300.00	$ 679,300.00	
TOTAL - PUBLIC SAFETY :	$ 7,756,190.00	$ 7,777,430.00	$ 7,777,430.00	
HIGHWAYS AND STREETS:				
PUBLIC WORKS:				
PW STREET CONSTRUCTION REPAIR:				
FUNCTION NO. 3110:				
PERSONNEL SERVICES	$ 92,000.00	$ 92,000.00	$ 92,000.00	
MATERIALS AND SUPPLIES	$ 40,550.00	$ 40,550.00	$ 40,550.00	
SERVICES AND CHARGES	$ 27,530.00	$ 27,530.00	$ 27,530.00	
TOTAL - PW STREET CONSTRUCTION REPAIR:	$ 160,080.00	$ 160,080.00	$ 160,080.00	
PW BLDG AND EQUIP MAINTENANCE:				
FUNCTION NO. 3130:				
PERSONNEL SERVICES	$ 34,220.00	$ 34,220.00	$ 34,220.00	
MATERIALS AND SUPPLIES	$ 149,590.00	$ 149,590.00	$ 149,590.00	
SERVICES AND CHARGES	$ 36,500.00	$ 36,500.00	$ 36,500.00	
TOTAL - PW BLDG AND EQUIP MAINTENANCE:	$ 220,310.00	$ 220,310.00	$ 220,310.00	
PW MAINTENANCE WORKERS				
FUNCTION NO. 3140:				
PERSONNEL SERVICES	$ 279,170.00	$ 279,170.00	$ 279,170.00	
TOTAL - PW MAINTENANCE WORKERS	$ 279,170.00	$ 279,170.00	$ 279,170.00	
TOTAL - PUBLIC WORKS:	$ 659,560.00	$ 659,560.00	$ 659,560.00	
TRAFFIC SIGNS SIGNALS:				
FUNCTION NO. 3210:				
PERSONNEL SERVICES	$ 36,640.00	$ 36,640.00	$ 36,640.00	
MATERIALS AND SUPPLIES	$ 21,090.00	$ 21,090.00	$ 21,090.00	
SERVICES AND CHARGES	$ 6,250.00	$ 6,250.00	$ 6,250.00	
TOTAL - TRAFFIC SIGNS SIGNALS:	$ 63,980.00	$ 63,980.00	$ 63,980.00	
PARKING:				
FUNCTION NO. 3310:				
MATERIALS AND SUPPLIES	$ 600.00	$ 600.00	$ 600.00	
SERVICES AND CHARGES	$ 13,600.00	$ 13,600.00	$ 13,600.00	
TOTAL - PARKING:	$ 14,200.00	$ 14,200.00	$ 14,200.00	
TOTAL - HIGHWAYS AND STREETS:	$ 737,740.00	$ 737,740.00	$ 737,740.00	
PUBLIC HEALTH AND WELFARE:				
ASSISTANCE TO NEEDY/AGED:				
INDIGENT BURIALS:				
FUNCTION NO: 4110:				
SERVICES AND CHARGES	$ 300.00	$ 300.00	$ 300.00	
TOTAL - INDIGENT BURIALS:	$ 300.00	$ 300.00	$ 300.00	
TOTAL - ASSISTANCE TO NEEDY/AGED:	$ 300.00	$ 300.00	$ 300.00	
HEALTH DISTRICT:				
FUNCTION NO. 4310:				
SERVICES AND CHARGES	$ 189,500.00	$ 189,500.00	$ 189,500.00	
TOTAL - HEALTH DISTRICT:	$ 189,500.00	$ 189,500.00	$ 189,500.00	

GENERAL FUND (CONTINUED)

CULTURE-RECREATION:				
PARKS:				
PARKS OPERATIONS:				
FUNCTION NO. 5110:				
PERSONNEL SERVICES	$ 435,770.00	$ 435,770.00	$ 435,770.00	
MATERIALS AND SUPPLIES	$ 56,690.00	$ 56,690.00	$ 56,690.00	
SERVICES AND CHARGES	$ 70,350.00	$ 84,321.00	$ 84,321.00	
TOTAL - PARKS OPERATIONS:	$ 562,810.00	$ 576,781.00	$ 576,781.00	
SIDEWALKS SNOW REMOVAL:				
FUNCTION NO. 5120:				
MATERIALS AND SUPPLIES	$ 1,000.00	$ 1,000.00	$ 1,000.00	
TOTAL - SIDEWALKS SNOW REMOVAL:	$ 1,000.00	$ 1,000.00	$ 1,000.00	
MORSE AVE COMM CENTER:				
FUNCTION NO. 5130:				
SERVICES AND CHARGES	$ 8,350.00	$ 8,350.00	$ 8,350.00	
TOTAL - MORSE AVE COMM CENTER:	$ 8,350.00	$ 8,350.00	$ 8,350.00	
TOTAL - PARKS:	$ 572,160.00	$ 586,131.00	$ 586,131.00	
RECREATION DEPARTMENT:				
FUNCTION NO. 5210:				
PERSONNEL SERVICES	$ 197,900.00	$ 197,900.00	$ 197,900.00	
MATERIALS AND SUPPLIES	$ 4,630.00	$ 4,630.00	$ 4,630.00	
SERVICES AND CHARGES	$ 8,850.00	$ 8,850.00	$ 8,850.00	
TOTAL - RECREATION DEPARTMENT:	$ 211,380.00	$ 211,380.00	$ 211,380.00	
LEISURE TIME ACTIVITIES:				
COMMUNITY FUNCTIONS:				
FUNCTION NO. 5320:				
SERVICES AND CHARGES	$ 28,000.00	$ 28,000.00	$ 28,000.00	
TOTAL - COMMUNITY FUNCTIONS:	$ 28,000.00	$ 28,000.00	$ 28,000.00	
TOTAL - LEISURE TIME ACTIVITIES:	$ 28,000.00	$ 28,000.00	$ 28,000.00	
TOTAL - CULTURE-RECREATION:	$ 811,540.00	$ 825,511.00	$ 825,511.00	
COMMUNITY ENVIRONMENT:				
PLANNING COMMISSION:				
FUNCTION NO. 6110:				
MATERIALS AND SUPPLIES	$ 80.00	$ 80.00	$ 80.00	
SERVICES AND CHARGES	$ 1,190.00	$ 1,190.00	$ 1,190.00	
TOTAL - PLANNING COMMISSION:	$ 1,270.00	$ 1,270.00	$ 1,270.00	
DEMOLITION:				
FUNCTION NO. 6210:				
SERVICES AND CHARGES	$ 3,100.00	$ 3,100.00	$ 3,100.00	
TOTAL - DEMOLITION:	$ 3,100.00	$ 3,100.00	$ 3,100.00	
PLANNING AND DEVELOPMENT:				
FUNCTION NO. 6310:				
PERSONNEL SERVICES	$ 42,750.00	$ 42,750.00	$ 42,750.00	
MATERIALS AND SUPPLIES	$ 710.00	$ 710.00	$ 710.00	
SERVICES AND CHARGES	$ 17,510.00	$ 17,510.00	$ 17,510.00	
TOTAL - PLANNING AND DEVELOPMENT:	$ 60,970.00	$ 60,970.00	$ 60,970.00	
HOUSING AND BUILDING CODE ENFORCEMENT:				
COMMUNITY DEVELOPMENT:				
FUNCTION NO. 6410:				
PERSONNEL SERVICES	$ 46,450.00	$ 46,450.00	$ 46,450.00	
MATERIALS AND SUPPLIES	$ 2,730.00	$ 2,730.00	$ 2,730.00	
SERVICES AND CHARGES	$ 8,180.00	$ 8,980.00	$ 8,980.00	
TOTAL - COMMUNITY DEVELOPMENT:	$ 57,360.00	$ 58,160.00	$ 58,160.00	
WEED CONTROL:				
FUNCTION NO. 6510:				
SERVICES AND CHARGES	$ 18,200.00	$ 18,200.00	$ 18,200.00	
TOTAL - WEED CONTROL:	$ 18,200.00	$ 18,200.00	$ 18,200.00	
TOTAL - TREE CARE AND WEED CONTROL:	$ 18,200.00	$ 18,200.00	$ 18,200.00	
TOTAL - COMMUNITY ENVIRONMENT:	$ 140,900.00	$ 141,700.00	$ 141,700.00	
TRANSFERS:				
FUNCTION NO. 9100:				
OPERATING TRANSFERS/RESERVES	$ 21,000.00	$ 21,000.00	$ 21,000.00	
TOTAL - TRANSFERS:	$ 21,000.00	$ 21,000.00	$ 21,000.00	

GENERAL FUND (CONTINUED)

ADVANCES-OUT
FUNCTION NO. 9200:

ADVANCES-OUT		$ -	$ 2,505,000.00	**$ 2,787,000.00**
TOTAL -	ADVANCES-OUT	$ -	$ 2,505,000.00	**$ 2,787,000.00**

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 3,038,210.00	$ 3,038,210.00	$ 3,038,210.00
SERVICES AND CHARGES		$ 180,000.00	$ 180,000.00	$ 180,000.00
NON-OPERATING CHARGES		$ 2,500.00	$ 2,500.00	$ 2,500.00
TOTAL -	NON-DEPARTMENTAL:	$ 3,220,710.00	$ 3,220,710.00	$ 3,220,710.00

RESERVES:
FUNCTION NO. 9990:

RESERVES:		$ 800,000.00	$ 800,000.00	$ 800,000.00
TOTAL -	RESERVES:	$ 800,000.00	$ 800,000.00	$ 800,000.00
TOTAL -	GENERAL FUND	$ 16,004,000.00	$ 18,590,173.00	**$ 18,872,173.00**

SECTION II. That there be appropriated from the COMPENSATION BALANCE RESERVE FUND, FUND NO. 154:

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 201,310.00	$ 201,310.00	$ 201,310.00
TOTAL -	COMPENSATED BALANCE RESERVE	$ 201,310.00	$ 201,310.00	$ 201,310.00

SECTION III. That there be appropriated from the ST CONST, MAINT & REPAIR FUND, FUND NO. 201:

ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

CAPITAL OUTLAY		$ 1,247,460.00	$ 1,247,460.00	$ 1,247,460.00
TOTAL -	ENGINEERING DEPARTMENT:	$ 1,247,460.00	$ 1,247,460.00	$ 1,247,460.00

PUBLIC WORKS:
PW STREET CONSTRUCTION REPAIR:
FUNCTION NO. 3110:

PERSONNEL SERVICES		$ 262,920.00	$ 262,920.00	$ 262,920.00
MATERIALS AND SUPPLIES		$ 4,050.00	$ 4,050.00	$ 4,050.00
SERVICES AND CHARGES		$ 3,500.00	$ 3,500.00	$ 3,500.00
TOTAL -	PW STREET CONSTRUCTION REPAIR:	$ 270,470.00	$ 270,470.00	$ 270,470.00

PW SNOW REMOVAL:
FUNCTION NO. 3120:

MATERIALS AND SUPPLIES		$ 103,720.00	$ 103,720.00	$ 103,720.00
SERVICES AND CHARGES		$ 79,400.00	$ 79,400.00	$ 79,400.00
TOTAL -	PW SNOW REMOVAL:	$ 183,120.00	$ 183,120.00	$ 183,120.00
TOTAL -	PUBLIC WORKS:	$ 453,590.00	$ 453,590.00	$ 453,590.00

DEBT SERVICE-UNVOTED:
FUNCTION NO. 8010:

DEBT SERVICE		$ 104,120.00	$ 109,970.00	$ 109,970.00
TOTAL -	DEBT SERVICE	$ 104,120.00	$ 109,970.00	$ 109,970.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 91,840.00	$ 91,840.00	$ 91,840.00
TOTAL -	NON-DEPARTMENTAL:	$ 91,840.00	$ 91,840.00	$ 91,840.00
TOTAL -	ST CONST, MAINT & REPAIR FUND	$ 1,897,010.00	$ 1,902,860.00	$ 1,902,860.00

SECTION IV. That there be appropriated from the STATE HIGHWAY IMPROVEMENT FUND, FUND NO. 202:

PUBLIC WORKS:
STATE HIGHWAY MAINTENANCE:
FUNCTION NO. 3150:

SERVICES AND CHARGES		$ 54,000.00	$ 54,000.00	$ 54,000.00
TOTAL -	STATE HIGHWAY IMPROVEMENT FUND	$ 54,000.00	$ 54,000.00	$ 54,000.00

SECTION V. That there be appropriated from the CEMETERIES FUND, FUND NO. 204:

CEMETERIES:
CEMETERIES DEPARTMENT:
FUNCTION NO. 4210:

PERSONNEL SERVICES		$ 384,940.00	$ 384,940.00	$ 384,940.00
MATERIALS AND SUPPLIES		$ 26,570.00	$ 26,570.00	$ 26,570.00
SERVICES AND CHARGES		$ 26,070.00	$ 26,070.00	$ 26,070.00
TOTAL -	CEMETERIES DEPARTMENT:	$ 437,580.00	$ 437,580.00	$ 437,580.00

CEMETERIES FUND (CONTINUED)

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 133,180.00	$ 133,180.00	$ 133,180.00
TOTAL -	NON-DEPARTMENTAL:	$ 133,180.00	$ 133,180.00	$ 133,180.00
TOTAL -	CEMETERIES FUND	$ 570,760.00	$ 570,760.00	$ 570,760.00

SECTION VI. That there be appropriated from the POLICE PENSION TRANSFER FUND, FUND NO. 208:

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES	$ 1,000.00	$ 1,000.00	$ 1,000.00

POLICE DEPARTMENT
FUNCTION NO. 2110:

PERSONNEL SERVICES		$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL -	POLICE PENSION TRANSFER FUND	$ 101,000.00	$ 101,000.00	$ 101,000.00

SECTION VII. That there be appropriated from the FIRE PENSION TRANSFER FUND, FUND NO. 209:

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES	$ 1,000.00	$ 1,000.00	$ 1,000.00

FIRE DEPARTMENT:
FUNCTION NO. 2210:

PERSONNEL SERVICES		$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL -	FIRE PENSION TRANSFER FUND	$ 101,000.00	$ 101,000.00	$ 101,000.00

SECTION VIII. That there be appropriated from the MUNICIPAL MOTOR VEHICLE LICENSE FUND, FUND NO. 215:

PW STREET CONSTRUCTION REPAIR:
TRANSFERS:
FUNCTION NO. 9100:

OPERATING TRANSFERS/RESERVES		$ 35,000.00	$ 35,000.00	$ 35,000.00
TOTAL -	MUNICIPAL MOTOR VEHICLE LICENSE TAX FUND	$ 35,000.00	$ 35,000.00	$ 35,000.00

SECTION IX. That there be appropriated from the INDIGENT DRIVRS ALCHL TRTMT FD, FUND NO. 217:

GENERAL GOVERNMENT:
MUNICIPAL COURT:
FUNCTION NO. 1210:

SERVICES AND CHARGES		$ 25,000.00	$ 25,000.00	$ 25,000.00
TOTAL -	INDIGENT DRIVRS ALCHL TRTMT FD	$ 25,000.00	$ 25,000.00	$ 25,000.00

SECTION X. That there be appropriated from the ENFORCEMENT AND EDUCATION FUND, FUND NO. 218:

POLICE DEPARTMENT - OTHER
FUNCTION NO. 2120:

MATERIALS AND SUPPLIES		$ 3,000.00	$ 3,000.00	$ 3,000.00
SERVICES AND CHARGES		$ 750.00	$ 750.00	$ 750.00
CAPITAL OUTLAY		$ 9,200.00	$ 9,200.00	$ 9,200.00
TOTAL -	ENFORCEMENT AND EDUCATION FUND	$ 12,950.00	$ 12,950.00	$ 12,950.00

SECTION XI. That there be appropriated from the CITY MOTOR VEH LICENSE TAX FD, FUND NO. 219:

TRANSFERS:
FUNCTION NO. 9100:

OPERATING TRANSFERS/RESERVES		$ 67,000.00	$ 67,000.00	$ 67,000.00
TOTAL -	CITY MOTOR VEH LICENSE TAX FD	$ 67,000.00	$ 67,000.00	$ 67,000.00

SECTION XII. That there be appropriated from the FIRE LEVY FUND, FUND NO. 220:

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES		$ 1,500.00	$ 1,500.00	$ 1,500.00
TOTAL -	TAX SETTLEMENT DEDUCTIONS:	$ 1,500.00	$ 1,500.00	$ 1,500.00

FIRE DEPARTMENT - OTHER:
FUNCTION NO. 2220:

MATERIALS AND SUPPLIES		$ 12,000.00	$ 12,000.00	$ 12,000.00
SERVICES AND CHARGES		$ 500.00	$ 6,352.00	$ 6,352.00
CAPITAL OUTLAY		$ 61,000.00	$ 61,000.00	$ 61,000.00
TOTAL -	FIRE DEPARTMENT - OTHER:	$ 73,500.00	$ 79,352.00	$ 79,352.00

SECTION XIII. That there be appropriated from the PROBATION SERVICES FUND, FUND NO. 222:

JUDICIAL - MUNICIPAL COURT:				
PROBATION:				
FUNCTION NO. 1230:				
PERSONNEL SERVICES	$ 76,430.00	$ 76,430.00	$ 76,430.00	
MATERIALS AND SUPPLIES	$ 22,000.00	$ 22,000.00	$ 22,000.00	
SERVICES AND CHARGES	$ 32,300.00	$ 32,300.00	$ 32,300.00	
TOTAL - PROBATION:	$ 130,730.00	$ 130,730.00	$ 130,730.00	
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES	$ 23,460.00	$ 23,460.00	$ 23,460.00	
TOTAL - NON-DEPARTMENTAL:	$ 23,460.00	$ 23,460.00	$ 23,460.00	
TOTAL - PROBATION SERVICES FUND	$ 154,190.00	$ 154,190.00	$ 154,190.00	

SECTION XIV. That there be appropriated from the FIRE SPECIAL REVENUE FUND, FUND NO. 227:

FIRE:				
FIRE DEPARTMENT - OTHER:				
FUNCTION NO. 2220:				
MATERIALS AND SUPPLIES	$ 8,000.00	$ 8,000.00	$ 8,000.00	
TOTAL - FIRE DEPARTMENT - OTHER:	$ 8,000.00	$ 8,000.00	$ 8,000.00	
TOTAL - FIRE SPECIAL REVENUE FUND	$ 8,000.00	$ 8,000.00	$ 8,000.00	

SECTION XV. That there be appropriated from the EMERGENCY MEDICAL SERVICES FUND, FUND NO. 229:

FIRE DEPARTMENT:				
FUNCTION NO. 2210:				
PERSONNEL SERVICES	$ 537,040.00	$ 537,040.00	$ 537,040.00	
MATERIALS AND SUPPLIES	$ 13,000.00	$ 13,000.00	$ 13,000.00	
SERVICES AND CHARGES	$ 52,830.00	$ 52,830.00	$ 52,830.00	
TOTAL - FIRE DEPARTMENT:	$ 602,870.00	$ 602,870.00	$ 602,870.00	
FIRE DEPARTMENT - OTHER:				
FUNCTION NO. 2220:				
PERSONNEL SERVICES	$ 37,310.00	$ 37,310.00	$ 37,310.00	
TOTAL - FIRE DEPARTMENT - OTHER:	$ 37,310.00	$ 37,310.00	$ 37,310.00	
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES	$ 133,620.00	$ 133,620.00	$ 133,620.00	
TOTAL - NON-DEPARTMENTAL:	$ 133,620.00	$ 133,620.00	$ 133,620.00	
TOTAL - EMERGENCY MEDICAL SERVICES FD	$ 773,800.00	$ 773,800.00	$ 773,800.00	

SECTION XVI. That there be appropriated from the MUNICIPAL COURT COMPUTERIZATION FUND, FUND NO. 230:

CLERK OF COURT:				
FUNCTION NO. 1220:				
PERSONNEL SERVICES	$ 65,990.00	$ 65,990.00	$ 65,990.00	
MATERIALS AND SUPPLIES	$ 9,000.00	$ 9,000.00	$ 9,000.00	
SERVICES AND CHARGES	$ 26,400.00	$ 26,400.00	$ 26,400.00	
TOTAL - CLERK OF COURT:	$ 101,390.00	$ 101,390.00	$ 101,390.00	
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES	$ 27,060.00	$ 27,060.00	$ 27,060.00	
TOTAL - NON-DEPARTMENTAL:	$ 27,060.00	$ 27,060.00	$ 27,060.00	
TOTAL - MUNICIPAL COURT COMPUTERIZATION FUND	$ 128,450.00	$ 128,450.00	$ 128,450.00	

SECTION XVII. That there be appropriated from the SHAMROCK BUSINESS CENTER TIF, FUND NO. 231:

DEBT SERVICE-UNVOTED:				
FUNCTION NO. 8010:				
DEBT SERVICE	$ 549,380.00	$ 549,380.00	$ 549,380.00	
ADVANCES-OUT				
FUNCTION NO. 9200:				
ADVANCES-OUT	$ -	$ 570,000.00	$ 570,000.00	
FUNCTION NO. 9700:				
SERVICES AND CHARGES	$ 300,000.00	$ 330,000.00	$ 330,000.00	
CAPITAL OUTLAY	$ 300,000.00	$ 870,000.00	$ 870,000.00	
NON-DEPARTMENTAL:	$ 600,000.00	$ 1,200,000.00	$ 1,200,000.00	
TOTAL - SHAMROCK BUSINESS CENTER TIF	$ 1,149,380.00	$ 2,319,380.00	$ 2,319,380.00	

SECTION XVIII. That there be appropriated from the BROWNFIELD GRANT FUND, FUND NO. 233:

ECONOMIC DEVELOPMENT GRANT:				
FUNCTION NO. 1370:				
SERVICES AND CHARGES		$ 413,740.00	$ 413,740.00	$ 413,740.00
	ECONOMIC DEVELOPMENT GRANT:	$ 413,740.00	$ 413,740.00	$ 413,740.00
ADVANCES-OUT				
FUNCTION NO. 9200:				
ADVANCES-OUT		$ -	$ -	**$ 81,000.00**
TOTAL -	BROWNFIELD GRANT FUND	$ 413,740.00	$ 413,740.00	**$ 494,740.00**

SECTION XIX. That there be appropriated from the VICTIM'S ADVOCATE GRANT FUND, FUND NO. 234:

CLERK OF COURT:				
FUNCTION NO. 1220:				
PERSONNEL SERVICES		$ 30,140.00	$ 30,140.00	$ 30,140.00
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES		$ 300.00	$ 300.00	$ 300.00
TOTAL -	VICTIM'S ADVOCATE GRANT FUND	$ 30,440.00	$ 30,440.00	$ 30,440.00

SECTION XX. That there be appropriated from the FIRE IMPROVEMENT LEVY FUND, FUND NO. 236:

TAX SETTLEMENT DEDUCTIONS:				
FUNCTION NO. 1920:				
SERVICES AND CHARGES		$ 4,500.00	$ 4,500.00	$ 4,500.00
FIRE DEPARTMENT - OTHER:				
FUNCTION NO. 2220:				
MATERIALS AND SUPPLIES		$ 80,000.00	$ 80,000.00	$ 80,000.00
SERVICES AND CHARGES		$ 103,500.00	$ 103,500.00	$ 103,500.00
DEBT SERVICE		$ 67,260.00	$ 67,260.00	$ 67,260.00
TOTAL -	FIRE DEPARTMENT - OTHER:	$ 250,760.00	$ 250,760.00	$ 250,760.00
TRANSFERS:				
FUNCTION NO. 9100:				
OPERATING TRANSFERS/RESERVES		$ -	$ 12,202.00	$ 12,202.00
TOTAL -	TRANSFERS:	$ -	$ 12,202.00	$ 12,202.00
TOTAL -	FIRE IMPROVEMENT LEVY FUND	$ 255,260.00	$ 267,462.00	$ 267,462.00

SECTION XXI. That there be appropriated from the ROAD IMPROVEMENT LEVY FUND, FUND NO. 237:

ENGINEERING DEPARTMENT:				
FUNCTION NO. 1610:				
CAPITAL OUTLAY		$ 346,560.00	$ 531,560.00	$ 531,560.00
TAX SETTLEMENT DEDUCTIONS:				
FUNCTION NO. 1920:				
SERVICES AND CHARGES		$ 9,000.00	$ 9,000.00	$ 9,000.00
TOTAL -	ROAD IMPROVEMENT LEVY FUND	$ 355,560.00	$ 540,560.00	$ 540,560.00

SECTION XXII. That there be appropriated from the POLICE LEVY FUND, FUND NO. 238:

TAX SETTLEMENT DEDUCTIONS:				
FUNCTION NO. 1920:				
SERVICES AND CHARGES		$ 8,700.00	$ 8,700.00	$ 8,700.00
TOTAL -	TAX SETTLEMENT DEDUCTIONS:			
POLICE DEPARTMENT				
FUNCTION NO. 2110:				
PERSONNEL SERVICES		$ 317,750.00	$ 317,750.00	$ 317,750.00
CAPITAL OUTLAY		$ 236,320.00	$ 236,320.00	$ 236,320.00
TOTAL -	POLICE DEPARTMENT	$ 554,070.00	$ 554,070.00	$ 554,070.00
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES		$ 13,600.00	$ 13,600.00	$ 13,600.00
TOTAL -	POLICE LEVY FUND	$ 576,370.00	$ 576,370.00	$ 576,370.00

SECTION XXIII. That there be appropriated from the LAKE ERIE COLLEGE TUITION ASSISTANCE FUND, FUND NO. 240:

LEC TUITION PROGRAM:				
FUNCTION NO. 1130:				
SERVICES AND CHARGES		$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL -	LAKE ERIE COLLEGE TUITION ASSISTANCE FUND	$ 10,000.00	$ 10,000.00	$ 10,000.00

SECTION XXIV. That there be appropriated from the ECONOMIC DEVELOPMENT FUND, FUND NO. 241:

ECONOMIC DEV. BUSINESS ASSISTANCE:
FUNCTION NO. 1380:

SERVICES AND CHARGES		$ -	$ 18,000.00	$ 18,000.00
TOTAL -	ECONOMIC DEVELOPMENT FUND	$ -	$ 18,000.00	$ 18,000.00

SECTION XXIV. That there be appropriated from the AMERICAN RESCUE PLAN FUND, FUND NO. 242:

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

SERVICES AND CHARGES		$ 162,900.00	$ 162,900.00	$ 162,900.00
CAPITAL OUTLAY		$ 1,204,400.00	$ 1,204,400.00	$ 1,204,400.00
TOTAL -	AMERICAN RESCUE PLAN FUND	$ 1,367,300.00	$ 1,367,300.00	$ 1,367,300.00

SECTION XXV. That there be appropriated from the IDIAM FUND, FUND NO. 243:

PROBATION:
FUNCTION NO. 1230:

SERVICES AND CHARGES		$ 6,000.00	$ 6,000.00	$ 6,000.00
TOTAL -	IDIAM FUND	$ 6,000.00	$ 6,000.00	$ 6,000.00

SECTION XXVI. That there be appropriated from the ARPA LAW ENFORCEMENT FUND, FUND 246:

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

SERVICES AND CHARGES		$ 45,000.00	$ 45,000.00	$ 45,000.00
TOTAL -	ARPA LAW ENFORCEMENT FUND	$ 45,000.00	$ 45,000.00	$ 45,000.00

SECTION XXVII. That there be appropriated from the STATE GRANT FUND, FUND 289:

FIRE DEPARTMENT - OTHER:
FUNCTION NO. 2220:

CAPITAL OUTLAY		$ -	$ 48,804.00	$ 48,804.00
TOTAL -	STATE GRANT FUND	$ -	$ 48,804.00	$ 48,804.00

SECTION XXVIII. That there be appropriated from the FEDERAL GRANT FUND, FUND 299:

ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

CAPITAL OUTLAY		$ -	$ 1,935,000.00	$ 1,935,000.00
TOTAL -	ENGINEERING DEPARTMENT:	$ -	$ 1,935,000.00	$ 1,935,000.00

ADVANCES-OUT
FUNCTION NO. 9200:

ADVANCES-OUT		$ -	$ 1,935,000.00	$ 1,935,000.00
TOTAL -	ADVANCES-OUT	$ -	$ 1,935,000.00	$ 1,935,000.00
TOTAL -	FEDERAL GRANT FUND	$ -	$ 3,870,000.00	$ 3,870,000.00

SECTION XXIX. That there be appropriated from the GENERAL BOND RETIREMENT FUND, FUND NO. 301:

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES		$ 800.00	$ 800.00	$ 800.00
TOTAL -	GENERAL BOND RETIREMENT FUND	$ 800.00	$ 800.00	$ 800.00

SECTION XXX. That there be appropriated from the SPECIAL ASSMNT BOND RET FUND, FUND NO. 303:

TAX SETTLEMENT DEDUCTIONS:
FUNCTION NO. 1920:

SERVICES AND CHARGES		$ 3,000.00	$ 3,000.00	$ 3,000.00

DEBT SERVICE-UNVOTED:
FUNCTION NO. 8010:

DEBT SERVICE		$ 51,500.00	$ 81,750.00	$ 81,750.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

SERVICES AND CHARGES		$ 18,200.00	$ 18,200.00	$ 18,200.00
TOTAL -	SPECIAL ASSMNT BOND RET FUND	$ 72,700.00	$ 102,950.00	$ 102,950.00

SECTION XXXI. That there be appropriated from the MUNI COURT CAPITAL PROJECTS FUND, FUND NO. 415:

GENERAL GOVERNMENT:
MUNICIPAL COURT:
FUNCTION NO. 1210:

CAPITAL OUTLAY		$ 30,000.00	$ 56,000.00	$ 56,000.00
TOTAL -	MUNICIPAL COURT:	$ 30,000.00	$ 56,000.00	$ 56,000.00
TOTAL -	MUNI COURT CAPITAL PROJECTS FD	$ 30,000.00	$ 56,000.00	$ 56,000.00

SECTION XXXII. That there be appropriated from the CAPITAL IMPROVEMENT FUND, FUND NO. 424:

ENGINEERING DEPARTMENT:				
FUNCTION NO. 1610:				
SERVICES AND CHARGES		$ -	$ 100,000.00	$ 100,000.00
CAPITAL OUTLAY		$ 1,832,000.00	$ 1,832,000.00	$ 1,832,000.00
TOTAL -	ENGINEERING DEPARTMENT:	$ 1,832,000.00	$ 1,932,000.00	$ 1,932,000.00
BUILDING OPERATIONS:				
FUNCTION NO. 1710:				
CAPITAL OUTLAY		$ 62,000.00	$ 62,000.00	$ 62,000.00
TOTAL -	BUILDING OPERATIONS:	$ 62,000.00	$ 62,000.00	$ 62,000.00
CEMETERIES DEPARTMENT:				
FUNCTION NO. 4210:				
CAPITAL OUTLAY		$ 50,000.00	$ 50,000.00	$ 50,000.00
TOTAL -	CEMETERIES DEPARTMENT:	$ 50,000.00	$ 50,000.00	$ 50,000.00
PARKS OPERATIONS:				
FUNCTION NO. 5110:				
CAPITAL OUTLAY		$ 28,000.00	$ 278,000.00	$ 278,000.00
TOTAL -	PARKS OPERATIONS:	$ 28,000.00	$ 278,000.00	$ 278,000.00
FINANCING SOURCES - GOVT:				
FUNCTION NO. 9010:				
DEBT SERVICE		$ 101,250.00	$ 101,250.00	$ 101,250.00
TOTAL -	FINANCING SOURCES - GOVT:	$ 101,250.00	$ 101,250.00	$ 101,250.00
TOTAL -	CAPITAL IMPROVEMENT FUND	$ 2,073,250.00	$ 2,423,250.00	$ 2,423,250.00

SECTION XXXIII. That there be appropriated from the INDUSTRIAL PARK PROJECT FUND, FUND NO. 428:

DEBT SERVICE-UNVOTED:				
FUNCTION NO. 8010:				
DEBT SERVICE		$ 21,000.00	$ 21,000.00	$ 21,000.00
TOTAL -	INDUSTRIAL PARK PROJECT FUND	$ 21,000.00	$ 21,000.00	$ 21,000.00

SECTION XXXIV. That there be appropriated from the MUNI COURT SPECIAL PROJECTS FD, FUND NO. 429:

GENERAL GOVERNMENT:				
MUNICIPAL COURT:				
FUNCTION NO. 1210:				
PERSONNEL SERVICES		$ 79,060.00	$ 79,060.00	$ 79,060.00
MATERIALS AND SUPPLIES		$ 10,500.00	$ 10,500.00	$ 10,500.00
SERVICES AND CHARGES		$ 23,500.00	$ 23,500.00	$ 23,500.00
TOTAL -	MUNICIPAL COURT:	$ 113,060.00	$ 113,060.00	$ 113,060.00
CLERK OF COURT:				
FUNCTION NO. 1220:				
PERSONNEL SERVICES		$ 25,500.00	$ 25,500.00	$ 25,500.00
MATERIALS AND SUPPLIES		$ 30,000.00	$ 30,000.00	$ 30,000.00
SERVICES AND CHARGES		$ 49,200.00	$ 49,200.00	$ 49,200.00
CAPITAL OUTLAY		$ 50,000.00	$ 50,000.00	$ 50,000.00
TOTAL -	CLERK OF COURT:	$ 154,700.00	$ 154,700.00	$ 154,700.00
NON-DEPARTMENTAL:				
FUNCTION NO. 9700:				
PERSONNEL SERVICES		$ 18,750.00	$ 18,750.00	$ 18,750.00
TOTAL -	NON-DEPARTMENTAL:	$ 18,750.00	$ 18,750.00	$ 18,750.00
TOTAL -	MUNI COURT SPECIAL PROJECTS FD	$ 286,510.00	$ 286,510.00	$ 286,510.00

SECTION XXXV. That there be appropriated from the CAPITAL EQUIPMENT FUND, FUND NO. 430:

INFORMATION TECHNOLOGY:				
FUNCTION NO. 1320:				
CAPITAL OUTLAY		$ -	$ 158,000.00	$ 158,000.00
TOTAL -	INFORMATION TECHNOLOGY:	$ -	$ 158,000.00	$ 158,000.00
POLICE DEPARTMENT - OTHER				
FUNCTION NO. 2120:				
CAPITAL OUTLAY		$ 239,580.00	$ 239,580.00	$ 239,580.00
TOTAL -	POLICE DEPARTMENT - OTHER	$ 239,580.00	$ 239,580.00	$ 239,580.00
PW STREET CONSTRUCTION REPAIR:				
FUNCTION NO. 3110:				
CAPITAL OUTLAY		$ 225,000.00	$ 225,000.00	$ 225,000.00
TOTAL -	PW STREET CONSTRUCTION REPAIR:	$ 225,000.00	$ 225,000.00	$ 225,000.00

CAPITAL EQUIPMENT FUND (CONTINUED)

PARKS OPERATIONS:
FUNCTION NO. 5110:

CAPITAL OUTLAY	$ 74,000.00	$ 74,000.00	$ 74,000.00
TOTAL - PARKS OPERATIONS:	$ 74,000.00	$ 74,000.00	$ 74,000.00
TOTAL - CAPITAL EQUIPMENT FUND	$ 538,580.00	$ 696,580.00	$ 696,580.00

SECTION XXXVI. That there be appropriated from the DEPOSIT TRUST FUND, FUND NO. 601:

CITY MANAGER:
FUNCTION NO. 1310:

SERVICES AND CHARGES	$ -	$ 2,140.00	$ 2,140.00
TOTAL - CITY MANAGER:	$ -	$ 2,140.00	$ 2,140.00

ECONOMIC DEVELOPMENT:
FUNCTION NO. 1340:

NON-OPERATING CHARGES	$ 2,500.00	$ 2,500.00	$ 2,500.00
TOTAL - ECONOMIC DEVELOPMENT:	$ 2,500.00	$ 2,500.00	$ 2,500.00

CEMETERIES DEPARTMENT:
FUNCTION NO. 4210:

SERVICES AND CHARGES	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL - CEMETERIES DEPARTMENT:	$ 10,000.00	$ 10,000.00	$ 10,000.00

COMMUNITY DEVELOPMENT:
FUNCTION NO. 6410:

NON-OPERATING CHARGES	$ 3,000.00	$ 3,000.00	$ 3,000.00
TOTAL - COMMUNITY DEVELOPMENT:	$ 3,000.00	$ 3,000.00	$ 3,000.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

SERVICES AND CHARGES	$ 6,880.00	$ 6,880.00	$ 6,880.00
TOTAL - NON-DEPARTMENTAL:	$ 6,880.00	$ 6,880.00	$ 6,880.00
TOTAL - DEPOSIT TRUST FUND	$ 22,380.00	$ 24,520.00	$ 24,520.00

SECTION XXXVII. That there be appropriated from the ZONING APPLICATION TRUST FUND, FUND NO. 603:

COMMUNITY ENVIRONMENT:
ZONING APPLICATION:
FUNCTION NO. 6120:

SERVICES AND CHARGES	$ 380.00	$ 380.00	$ 380.00
TOTAL - ZONING APPLICATION TRUST FUND	$ 380.00	$ 380.00	$ 380.00

SECTION XXXVIII. That there be appropriated from the CEMETERY TRUST - OPERATIONS FUND, FUND NO. 605:

CEMETERIES:
CEMETERIES DEPARTMENT:
FUNCTION NO. 4210:

SERVICES AND CHARGES	$ 100.00	$ 100.00	$ 100.00
TOTAL - CEMETERIES DEPARTMENT:	$ 100.00	$ 100.00	$ 100.00
TOTAL - CEMETERY TRUST - OPERATIONS FUND	$ 100.00	$ 100.00	$ 100.00

SECTION XXXIX. That there be appropriated from the SPECIAL ENDOWMENT-OPERS FUND, FUND NO. 606:

CEMETERIES DEPARTMENT:
FUNCTION NO. 4210:

SERVICES AND CHARGES	$ 100.00	$ 100.00	$ 100.00
TOTAL - SPECIAL ENDOWMENT - OPERS FUND	$ 100.00	$ 100.00	$ 100.00

SECTION XL. That there be appropriated from the LAW ENFORCEMENT TRUST FUND, FUND NO. 613:

PUBLIC SAFETY :
POLICE:
POLICE DEPARTMENT - OTHER
FUNCTION NO. 2120:

MATERIALS AND SUPPLIES	$ 19,000.00	$ 19,000.00	$ 19,000.00
TOTAL - LAW ENFORCEMENT TRUST FUND	$ 19,000.00	$ 19,000.00	$ 19,000.00

SECTION XLI. That there be appropriated from the WATER OPERATING FUND, FUND NO. 710:

WATER SERVICE:
POLICE DEPARTMENT
FUNCTION NO. 2110:

PERSONNEL SERVICES	$ 41,820.00	$ 41,820.00	$ 41,820.00
TOTAL - POLICE DEPARTMENT	$ 41,820.00	$ 41,820.00	$ 41,820.00

WATER OPERATING FUND (CONTINUED)

PW STREET CONSTRUCTION REPAIR:
FUNCTION NO. 3110:

MATERIALS AND SUPPLIES	$ 10,450.00	$ 10,450.00	$ 10,450.00
TOTAL - PW STREET CONSTRUCTION REPAIR:	$ 10,450.00	$ 10,450.00	$ 10,450.00

PW SNOW REMOVAL:
FUNCTION NO. 3120:

MATERIALS AND SUPPLIES	$ 13,590.00	$ 13,590.00	$ 13,590.00
TOTAL - PW SNOW REMOVAL:	$ 13,590.00	$ 13,590.00	$ 13,590.00

WATER ADMINISTRATION:
FUNCTION NO. 7110:

PERSONNEL SERVICES	$ 992,400.00	$ 1,004,478.00	$ 1,004,478.00
MATERIALS AND SUPPLIES	$ 26,000.00	$ 26,000.00	$ 26,000.00
SERVICES AND CHARGES	$ 352,800.00	$ 398,175.00	$ 398,175.00
TOTAL - WATER ADMINISTRATION:	$ 1,371,200.00	$ 1,428,653.00	$ 1,428,653.00

WATER UTILITIES OFFICE:
FUNCTION NO. 7120:

PERSONNEL SERVICES	$ 157,780.00	$ 163,380.00	$ 163,380.00
MATERIALS AND SUPPLIES	$ 5,680.00	$ 5,680.00	$ 5,680.00
SERVICES AND CHARGES	$ 33,990.00	$ 33,990.00	$ 33,990.00
TOTAL - WATER UTILITIES OFFICE:	$ 197,450.00	$ 203,050.00	$ 203,050.00

WATER PLANT OPERATIONS:
FUNCTION NO. 7130:

PERSONNEL SERVICES	$ 775,690.00	$ 775,690.00	$ 775,690.00
MATERIALS AND SUPPLIES	$ 216,000.00	$ 216,000.00	$ 216,000.00
SERVICES AND CHARGES	$ 536,680.00	$ 536,680.00	$ 536,680.00
TOTAL - WATER PLANT OPERATIONS:	$ 1,528,370.00	$ 1,528,370.00	$ 1,528,370.00

WATER DISTRIBUTION:
FUNCTION NO. 7140:

PERSONNEL SERVICES	$ 897,320.00	$ 897,320.00	$ 897,320.00
MATERIALS AND SUPPLIES	$ 187,730.00	$ 187,730.00	$ 187,730.00
SERVICES AND CHARGES	$ 435,870.00	$ 435,870.00	$ 435,870.00
TOTAL - WATER DISTRIBUTION:	$ 1,520,920.00	$ 1,520,920.00	$ 1,520,920.00
TOTAL - WATER SERVICE:	$ 4,683,800.00	$ 4,746,853.00	$ 4,746,853.00

FINANCING SOURCES - PROP
FUNCTION NO. 9020:

DEBT SERVICE	$ 283,410.00	$ 283,410.00	$ 283,410.00
TOTAL - FINANCING SOURCES - PROP	$ 283,410.00	$ 283,410.00	$ 283,410.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES	$ 794,860.00	$ 794,860.00	$ 794,860.00
SERVICES AND CHARGES	$ 155,500.00	$ 155,500.00	$ 155,500.00
TOTAL - NON-DEPARTMENTAL:	$ 950,360.00	$ 950,360.00	$ 950,360.00

RESERVES:
FUNCTION NO. 9990:

RESERVES	$ 120,000.00	$ 120,000.00	$ 120,000.00
TOTAL - WATER OPERTING FUND	$ 6,037,570.00	$ 6,100,623.00	$ 6,100,623.00

SECTION XXXVII. That there be appropriated from the WATER DEPOSIT FUND, FUND NO. 711:

FINANCING SOURCES - PROP
FUNCTION NO. 9020:

NON-OPERATING CHARGES	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL - WATER DEPOSIT FUND	$ 30,000.00	$ 30,000.00	$ 30,000.00

SECTION XLIII. That there be appropriated from the WATER CONSTRUCTION FUND, FUND NO. 712:

WATER PLANT OPERATIONS:
FUNCTION NO. 7130:

CAPITAL OUTLAY	$ 158,300.00	$ 158,300.00	$ 158,300.00
TOTAL - WATER PLANT OPERATIONS:	$ 158,300.00	$ 158,300.00	$ 158,300.00

WATER DISTRIBUTION:
FUNCTION NO. 7140:

CAPITAL OUTLAY	$ 1,443,000.00	$ 1,443,000.00	$ 1,443,000.00
TOTAL - WATER DISTRIBUTION:	$ 1,443,000.00	$ 1,443,000.00	$ 1,443,000.00

WATER CONSTRUCTION FUND (CONTINUED)

DEBT SERVICE-UNVOTED:
FUNCTION NO. 8010:

DEBT SERVICE		$ 3,004,900.00	$ 3,169,700.00	**$ 3,993,010.00**
TOTAL -	DEBT SERVICE-UNVOTED:	$ 3,004,900.00	$ 3,169,700.00	**$ 3,993,010.00**
TOTAL -	WATER CONSTRUCTION FUND	$ 4,606,200.00	$ 4,771,000.00	**$ 5,594,310.00**

SECTION XLIII. That there be appropriated from the SEWER OPERATING FUND, FUND NO. 720:

SANITARY SEWER SERVICE:
POLICE DEPARTMENT
FUNCTION NO. 2110:

PERSONNEL SERVICES		$ 125,210.00	$ 125,210.00	$ 125,210.00
TOTAL -	POLICE DEPARTMENT	$ 125,210.00	$ 125,210.00	$ 125,210.00

PW SNOW REMOVAL:
FUNCTION NO. 3120:

MATERIALS AND SUPPLIES		$ 4,530.00	$ 4,530.00	$ 4,530.00
TOTAL -	PW SNOW REMOVAL:	$ 4,530.00	$ 4,530.00	$ 4,530.00

SEWER ADMINISTRATION:
FUNCTION NO. 7210:

PERSONNEL SERVICES		$ 771,370.00	$ 781,032.00	$ 781,032.00
MATERIALS AND SUPPLIES		$ 21,900.00	$ 21,900.00	$ 21,900.00
SERVICES AND CHARGES		$ 282,150.00	$ 318,450.00	$ 318,450.00
TOTAL -	SEWER ADMINISTRATION:	$ 1,075,420.00	$ 1,121,382.00	$ 1,121,382.00

SEWER UTILITIES OFFICE:
FUNCTION NO. 7220:

PERSONNEL SERVICES		$ 157,780.00	$ 163,380.00	$ 163,380.00
MATERIALS AND SUPPLIES		$ 5,680.00	$ 5,680.00	$ 5,680.00
SERVICES AND CHARGES		$ 33,990.00	$ 33,990.00	$ 33,990.00
TOTAL -	SEWER UTILITIES OFFICE:	$ 197,450.00	$ 203,050.00	$ 203,050.00

WPCP OPERATIONS:
FUNCTION NO. 7230:

PERSONNEL SERVICES		$ 97,250.00	$ 97,250.00	$ 97,250.00
MATERIALS AND SUPPLIES		$ 7,700.00	$ 7,700.00	$ 7,700.00
SERVICES AND CHARGES		$ 5,150.00	$ 5,150.00	$ 5,150.00
TOTAL -	WPCP OPERATIONS:	$ 110,100.00	$ 110,100.00	$ 110,100.00

WPCP COLLECTIONS:
FUNCTION NO. 7240:

PERSONNEL SERVICES		$ 998,210.00	$ 998,210.00	$ 998,210.00
MATERIALS AND SUPPLIES		$ 251,500.00	$ 351,500.00	$ 351,500.00
SERVICES AND CHARGES		$ 595,530.00	$ 680,530.00	$ 680,530.00
TOTAL -	WPCP COLLECTIONS:	$ 1,845,240.00	$ 2,030,240.00	$ 2,030,240.00

PW SANITARY SEWER
FUNCTION NO. 7250:

PERSONNEL SERVICES		$ 202,600.00	$ 202,600.00	$ 202,600.00
MATERIALS AND SUPPLIES		$ 8,500.00	$ 8,500.00	$ 8,500.00
SERVICES AND CHARGES		$ 20,900.00	$ 20,900.00	$ 20,900.00
TOTAL -	PW SANITARY SEWER	$ 232,000.00	$ 232,000.00	$ 232,000.00
TOTAL -	SANITARY SEWER SERVICE:	$ 3,589,950.00	$ 3,826,512.00	$ 3,826,512.00

FINANCING SOURCES - PROP
FUNCTION NO. 9020:

DEBT SERVICE		$ 18,900.00	$ 18,900.00	$ 18,900.00
TOTAL -	FINANCING SOURCES - PROP	$ 18,900.00	$ 18,900.00	$ 18,900.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 772,450.00	$ 772,450.00	$ 772,450.00
SERVICES AND CHARGES		$ 141,730.00	$ 141,730.00	$ 141,730.00
TOTAL -	NON-DEPARTMENTAL:	$ 914,180.00	$ 914,180.00	$ 914,180.00

RESERVES:
FUNCTION NO. 9990:

RESERVES		$ 110,000.00	$ 110,000.00	$ 110,000.00
TOTAL -	RESERVES:	$ 110,000.00	$ 110,000.00	$ 110,000.00
TOTAL -	SEWER OPERATING FUND	$ 4,633,030.00	$ 4,869,592.00	$ 4,869,592.00

SECTION XLIV. That there be appropriated from the SEWER CONSTRUCTION FUND, FUND NO. 722:

ENGINEERING DEPARTMENT:				
FUNCTION NO. 1610:				
CAPITAL OUTLAY	$ 470,000.00	$ 470,000.00	$ 470,000.00	
WPCP COLLECTIONS:				
FUNCTION NO. 7240:				
CAPITAL OUTLAY	$ 435,000.00	$ 314,000.00	$ 314,000.00	
DEBT SERVICE-UNVOTED:				
FUNCTION NO. 8010:				
DEBT SERVICE	$ 242,290.00	$ 242,290.00	$ 242,290.00	
TOTAL - SEWER CONSTRUCTION FUND	$ 1,147,290.00	$ 1,026,290.00	$ 1,026,290.00	

SECTION XLV. That there be appropriated from the ELECTRIC OPERATING FUND, FUND NO. 730:

ELECTRIC SERVICE:				
ENGINEERING DEPARTMENT:				
FUNCTION NO. 1610:				
SERVICES AND CHARGES	$ 4,700.00	$ 4,700.00	$ 4,700.00	
TOTAL - ENGINEERING DEPARTMENT:	$ 4,700.00	$ 4,700.00	$ 4,700.00	
ELECTRIC SERVICE:				
POLICE DEPARTMENT				
FUNCTION NO. 2110:				
PERSONNEL SERVICES	$ 250,220.00	$ 250,220.00	$ 250,220.00	
TOTAL - POLICE DEPARTMENT	$ 250,220.00	$ 250,220.00	$ 250,220.00	
FIRE DEPARTMENT:				
FUNCTION NO. 2210:				
PERSONNEL SERVICES	$ 160,770.00	$ 160,770.00	$ 160,770.00	
TOTAL - FIRE DEPARTMENT:	$ 160,770.00	$ 160,770.00	$ 160,770.00	
PW SNOW REMOVAL:				
FUNCTION NO. 3120:				
MATERIALS AND SUPPLIES	$ 21,140.00	$ 21,140.00	$ 21,140.00	
TOTAL - PW SNOW REMOVAL:	$ 21,140.00	$ 21,140.00	$ 21,140.00	
TRAFFIC SIGNS SIGNALS:				
FUNCTION NO. 3210:				
PERSONNEL SERVICES	$ 134,550.00	$ 134,550.00	$ 134,550.00	
MATERIALS AND SUPPLIES	$ 3,300.00	$ 3,300.00	$ 3,300.00	
SERVICES AND CHARGES	$ 46,350.00	$ 46,350.00	$ 46,350.00	
TOTAL - TRAFFIC SIGNS SIGNALS:	$ 184,200.00	$ 184,200.00	$ 184,200.00	
ELECTRIC ADMINISTRATION:				
FUNCTION NO. 7310:				
PERSONNEL SERVICES	$ 1,332,450.00	$ 1,349,358.00	$ 1,349,358.00	
MATERIALS AND SUPPLIES	$ 37,600.00	$ 37,600.00	$ 37,600.00	
SERVICES AND CHARGES	$ 493,750.00	$ 557,275.00	$ 557,275.00	
TOTAL - ELECTRIC ADMINISTRATION:	$ 1,863,800.00	$ 1,944,233.00	$ 1,944,233.00	
ELECTRIC UTILITIES OFFICE:				
FUNCTION NO. 7320:				
PERSONNEL SERVICES	$ 473,300.00	$ 490,100.00	$ 490,100.00	
MATERIALS AND SUPPLIES	$ 17,040.00	$ 17,040.00	$ 17,040.00	
SERVICES AND CHARGES	$ 101,970.00	$ 101,970.00	$ 101,970.00	
TOTAL - ELECTRIC UTILITIES OFFICE:	$ 592,310.00	$ 609,110.00	$ 609,110.00	
ELECTRIC PLANT OPERATIONS:				
FUNCTION NO. 7330:				
PERSONNEL SERVICES	$ 1,750,170.00	$ 1,750,170.00	$ 1,750,170.00	
MATERIALS AND SUPPLIES	$ 250,210.00	$ 255,210.00	$ 255,210.00	
SERVICES AND CHARGES	$ 890,680.00	$ 1,251,180.00	$ 1,251,180.00	
NON-OPERATING CHARGES	$ 763,000.00	$ 763,000.00	$ 763,000.00	
TOTAL - ELECTRIC PLANT OPERATIONS:	$ 3,654,060.00	$ 4,019,560.00	$ 4,019,560.00	
FUEL AND PURCHASED POWER:				
FUNCTION NO. 7340:				
MATERIALS AND SUPPLIES	$ 225,000.00	$ 225,000.00	$ 225,000.00	
SERVICES AND CHARGES	$ 19,730,000.00	$ 19,730,000.00	$ 19,730,000.00	
TOTAL - FUEL AND PURCHASED POWER:	$ 19,955,000.00	$ 19,955,000.00	$ 19,955,000.00	

ELECTRIC OPERATING FUND (CONTINUED)

ELECTRIC DISTRIBUTION:
FUNCTION NO. 7350:

PERSONNEL SERVICES		$ 1,847,390.00	$ 1,847,390.00	$ 1,847,390.00
MATERIALS AND SUPPLIES		$ 740,900.00	$ 740,900.00	$ 740,900.00
SERVICES AND CHARGES		$ 153,920.00	$ 153,920.00	$ 153,920.00
TOTAL -	ELECTRIC DISTRIBUTION:	$ 2,742,210.00	$ 2,742,210.00	$ 2,742,210.00
TOTAL -	ELECTRIC SERVICE:	$ 29,428,410.00	$ 29,891,143.00	$ 29,891,143.00

FINANCING SOURCES - PROP
FUNCTION NO. 9020:

DEBT SERVICE		$ 12,590.00	$ 12,590.00	$ 12,590.00
TOTAL -	FINANCING SOURCES - PROP	$ 12,590.00	$ 12,590.00	$ 12,590.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES		$ 2,255,540.00	$ 2,255,540.00	$ 2,255,540.00
SERVICES AND CHARGES		$ 420,550.00	$ 420,550.00	$ 420,550.00
TOTAL -	NON-DEPARTMENTAL:	$ 2,676,090.00	$ 2,676,090.00	$ 2,676,090.00
TOTAL -	ELECTRIC OPERATING FUND	$ 32,117,090.00	$ 32,579,823.00	$ 32,579,823.00

SECTION XLVI. That there be appropriated from the ELECTRIC DEPOSIT FUND, FUND NO. 731:

FINANCING SOURCES - PROP
FUNCTION NO. 9020:

NON-OPERATING CHARGES		$ 20,000.00	$ 20,000.00	$ 20,000.00
TOTAL -	ELECTRIC DEPOSIT FUND	$ 20,000.00	$ 20,000.00	$ 20,000.00

SECTION XLVII. That there be appropriated from the ELECTRIC CONSTRUCTION FUND, FUND NO. 732:

ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

CAPITAL OUTLAY		$ 500,000.00	$ 500,000.00	$ 500,000.00
TOTAL -	ENGINEERING DEPARTMENT:	$ 500,000.00	$ 500,000.00	$ 500,000.00

ELECTRIC PLANT OPERATIONS:
FUNCTION NO. 7330:

CAPITAL OUTLAY		$ 1,945,000.00	$ 1,649,500.00	$ 1,649,500.00
TOTAL -	ELECTRIC PLANT OPERATIONS:	$ 1,945,000.00	$ 1,649,500.00	$ 1,649,500.00

ELECTRIC DISTRIBUTION:
FUNCTION NO. 7350:

CAPITAL OUTLAY		$ 740,000.00	$ 740,000.00	$ 740,000.00
TOTAL -	ELECTRIC DISTRIBUTION:	$ 740,000.00	$ 740,000.00	$ 740,000.00
TOTAL -	ELECTRIC CONSTRUCTION FUND	$ 3,185,000.00	$ 2,889,500.00	$ 2,889,500.00

SECTION XLVIII. That there be appropriated from the REFUSE FUND, FUND NO. 740:

REFUSE UTILITY OFFICE:
FUNCTION NO. 7420:

SERVICES AND CHARGES		$ 1,200.00	$ 1,200.00	$ 1,200.00
TOTAL -	REFUSE UTILITY OFFICE:	$ 1,200.00	$ 1,200.00	$ 1,200.00
TOTAL -	REFUSE FUND	$ 1,200.00	$ 1,200.00	$ 1,200.00

SECTION XLIX. That there be appropriated from the PARKING GARAGE FUND, FUND NO. 750:

PARKING:
FUNCTION NO. 3310:

SERVICES AND CHARGES		$ 8,500.00	$ 8,500.00	$ 8,500.00
TOTAL -	PARKING:	$ 8,500.00	$ 8,500.00	$ 8,500.00
TOTAL -	PARKING GARAGE FUND	$ 8,500.00	$ 8,500.00	$ 8,500.00

SECTION L. That there be appropriated from the PARKING GARAGE DEPOSITS FUND, FUND 752:

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

NON-OPERATING CHARGES		$ 100.00	$ 100.00	$ 100.00
TOTAL -	NON-DEPARTMENTAL:	$ 100.00	$ 100.00	$ 100.00
TOTAL -	PARKING GARAGE DEPOSITS FUND	$ 100.00	$ 100.00	$ 100.00

SECTION LI. That there be appropriated from the STORM WATER UTILITY FUND, FUND NO. 760:

ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

CAPITAL OUTLAY		$ 780,000.00	$ 780,000.00	$ 780,000.00

STORM WATER UTILITY FUND (CONTINUED)

STORM WATER UTILITY SERVICE:
STORM WATER OPERATIONS:
FUNCTION NO. 7610:

PERSONNEL SERVICES	$ 110,470.00	$ 110,470.00	$ 110,470.00
MATERIALS AND SUPPLIES	$ 7,100.00	$ 7,100.00	$ 7,100.00
SERVICES AND CHARGES	$ 16,850.00	$ 16,850.00	$ 16,850.00
CAPITAL OUTLAY	$ 350,000.00	$ 350,000.00	$ 350,000.00
TOTAL - STORM WATER OPERATIONS:	$ 484,420.00	$ 484,420.00	$ 484,420.00

DEBT SERVICE-UNVOTED:
FUNCTION NO. 8010:

DEBT SERVICE	$ 135,340.00	$ 135,340.00	$ 135,340.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES	$ 47,190.00	$ 47,190.00	$ 47,190.00
TOTAL - NON-DEPARTMENTAL:	$ 47,190.00	$ 47,190.00	$ 47,190.00

RESERVES:
FUNCTION NO. 9990:

RESERVES:	$ 15,000.00	$ 15,000.00	$ 15,000.00
TOTAL - STORM WATER UTILITY FUND	$ 1,461,950.00	$ 1,461,950.00	$ 1,461,950.00

SECTION LII. That there be appropriated from the RECREATION FUND, FUND NO. 770:

RECREATION CAMP:
FUNCTION NO. 7710:

PERSONNEL SERVICES	$ 34,790.00	$ 34,790.00	$ 34,790.00
MATERIALS AND SUPPLIES	$ 3,500.00	$ 3,500.00	$ 3,500.00
SERVICES AND CHARGES	$ 17,900.00	$ 17,900.00	$ 17,900.00
TOTAL - RECREATION CAMP:	$ 56,190.00	$ 56,190.00	$ 56,190.00

RECREATION SPECIAL EVENTS:
FUNCTION NO. 7720:

MATERIALS AND SUPPLIES	$ 4,000.00	$ 4,000.00	$ 4,000.00
SERVICES AND CHARGES	$ 14,500.00	$ 14,500.00	$ 14,500.00
TOTAL - RECREATION SPECIAL EVENTS:	$ 18,500.00	$ 18,500.00	$ 18,500.00

DOG PARK:
FUNCTION NO. 7730:

SERVICES AND CHARGES	$ 13,000.00	$ 13,000.00	$ 13,000.00
TOTAL - DOG PARK:	$ 13,000.00	$ 13,000.00	$ 13,000.00

FARMERS MARKET
FUNCTION NO. 7740:

MATERIALS AND SUPPLIES	$ 5,000.00	$ 5,000.00	$ 5,000.00
TOTAL - FARMERS MARKET	$ 5,000.00	$ 5,000.00	$ 5,000.00

NON-DEPARTMENTAL:
FUNCTION NO. 9700:

PERSONNEL SERVICES	$ 1,060.00	$ 1,060.00	$ 1,060.00
TOTAL - NON-DEPARTMENTAL:	$ 1,060.00	$ 1,060.00	$ 1,060.00
TOTAL - RECREATION FUND	$ 93,750.00	$ 93,750.00	$ 93,750.00

SECTION LIII. That there be appropriated from the SUPPLIES ROTARY FUND, FUND NO. 802:

ROTARY SUPPLIES:
FUNCTION NO. 7820:

MATERIALS AND SUPPLIES	$ 27,000.00	$ 27,000.00	$ 27,000.00
TOTAL - SUPPLIES ROTARY FUND	$ 27,000.00	$ 27,000.00	$ 27,000.00

SECTION LIV. That there be appropriated from the HEALTH INSURANCE FUND, FUND NO. 803:

ROTARY CONTRACT SERVICES:
FUNCTION NO. 7810:

PERSONNEL SERVICES	$ 4,879,000.00	$ 4,879,000.00	$ 4,879,000.00
SERVICES AND CHARGES	$ 1,071,000.00	$ 1,071,000.00	$ 1,071,000.00
TOTAL - ROTARY CONTRACT SERVICES:	$ 5,950,000.00	$ 5,950,000.00	$ 5,950,000.00

ADVANCES-OUT
FUNCTION NO. 9200:

ADVANCES-OUT	$ -	$ -	**$ 82,000.00**
TOTAL - HEALTH INSURANCE FUND	$ 5,950,000.00	$ 5,950,000.00	**$ 6,032,000.00**

SECTION LV. That there be appropriated from the WORKERS COMPENSATION FUND, FUND NO. 805:

ROTARY CONTRACT SERVICES:
FUNCTION NO. 7810:

PERSONNEL SERVICES	$ 275,000.00	$ 275,000.00	$ 275,000.00
SERVICES AND CHARGES	$ 225,000.00	$ 225,000.00	$ 225,000.00
TOTAL - WORKERS COMPENSATION FUND	$ 500,000.00	$ 500,000.00	$ 500,000.00

SECTION LVI. That there be appropriated from the PAYROLL WITHHOLDING FUND, FUND NO. 806:

ROTARY PAYROLL
FUNCTION NO. 7840

SERVICES AND CHARGES	$ 6,566,000.00	$ 6,566,000.00	$ 6,566,000.00
TOTAL - PAYROLL WITHHOLDING FUND	$ 6,566,000.00	$ 6,566,000.00	$ 6,566,000.00

SECTION LVII. That there be appropriated from the P-CARD ROTARY FUND, FUND NO. 810:

ROTARY PURCHASE CARD
FUNCTION NO. 7830:

SERVICES AND CHARGES	$ 2,200,000.00	$ 2,200,000.00	$ 2,200,000.00
TOTAL - P-CARD ROTARY FUND	$ 2,200,000.00	$ 2,200,000.00	$ 2,200,000.00

SECTION LVIII. That there be appropriated from the STATE PATROL TRANSFER FUND, FUND NO. 952:

FINANCING SOURCES - GOVT:
FUNCTION NO. 9010:

NON-OPERATING CHARGES	$ 45,000.00	$ 45,000.00	$ 45,000.00
TOTAL - STATE PATROL TRANSFER FUND	$ 45,000.00	$ 45,000.00	$ 45,000.00

SECTION LIX. That there be appropriated from the J.E.D.D. FUND, FUND 954:

JEDD:
FUNCTION NO. 9710:

SERVICES AND CHARGES	$ 1,290,000.00	$ 1,290,000.00	$ 1,290,000.00
NON-OPERATING CHARGES	$ 30,000.00	$ 30,000.00	$ 30,000.00
TOTAL - J.E.D.D. FUND	$ 1,320,000.00	$ 1,320,000.00	$ 1,320,000.00

SECTION LX. That there be appropriated from the C.D.B.G. FUND, FUND NO. 955:

ENGINEERING DEPARTMENT:
FUNCTION NO. 1610:

SERVICES AND CHARGES	$ 50,000.00	$ 50,000.00	$ 50,000.00
CAPITAL OUTLAY	$ 210,000.00	$ 360,000.00	$ 360,000.00
TOTAL - ENGINEERING DEPARTMENT:	$ 260,000.00	$ 410,000.00	$ 410,000.00

PLANNING AND DEVELOPMENT:
FUNCTION NO. 6310:

SERVICES AND CHARGES	$ 140,000.00	$ 140,000.00	$ 140,000.00
TOTAL - PLANNING AND DEVELOPMENT:	$ 140,000.00	$ 140,000.00	$ 140,000.00

COMMUNITY DEVELOPMENT:
FUNCTION NO. 6410:

SERVICES AND CHARGES	$ 75,000.00	$ 75,000.00	$ 75,000.00
TOTAL - COMMUNITY DEVELOPMENT:	$ 75,000.00	$ 75,000.00	$ 75,000.00

ADVANCES-OUT
FUNCTION NO. 9200:

ADVANCES-OUT	$ -	$ -	**$ 119,000.00**
TOTAL - C.D.B.G. FUND	$ 475,000.00	$ 625,000.00	**$ 744,000.00**
***GRAND TOTAL - ALL FUNDS	$ 97,907,000.00	$ 107,035,919.00	**$ 108,423,229.00**

SECTION LXI. That this ordinance is hereby declared to be and is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being that it is necessary that an appropriations ordinance be immediately passed in order to maintain the finances of said City, and therefore, this ordinance shall become effective immediately upon its passage.

PASSED:

Jim Foder
President of Council

ATTEST:

Samantha Danielson
Clerk of Council

ORDINANCE NO. ____-24

AN ORDINANCE TO AUTHORIZE ADDITIONAL CASH ADVANCES OF FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PAINESVILLE, STATE OF OHIO DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That inter-fund cash advances are hereby made from the following funds to the following funds as outlined below:

Fund	Transfer In	Transfer Out
233 – Brownfield Grant Fund	$ 81,000	
803 – Health Insurance Fund	$ 82,000	
955 – C.D.B.G. Fund	$119,000	
101 – General Fund		**$ 282,000**

SECTION II. That this ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to provide additional funds so that sufficient budget authority is available to address these expenditures and to ensure that the funds listed do not end the year with a deficit, and, therefore, this ordinance shall become effective immediately.

PASSED:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO. ___-24

AN ORDINANCE ESTABLISHING A 12 MONTH MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING AND/OR CERTIFICATE OF COMPLIANCE APPROVALS FOR SMALL BOX DISCOUNT STORES AND THE ISSUANCE OF SUCH APPROVALS IN THE CITY OF PAINESVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, "Small Box Discount Stores" means a retail, variety or discount store up to 20,000 square feet that sell at retail, directly to the consumer, a limited assortment of physical goods and other consumer products, including food or beverages for off premises consumption, that generally cost less than ten dollars or cost 20% - 40% lower than the same type of good, products or merchandise sold at grocery or drug stores; and

WHEREAS, there has been a proliferation of small box discount stores in the Greater Cleveland and Northeast Ohio area; and

WHEREAS, although small box discount stores may fill a need in places that lack basic retail services, there is growing evidence that small box discount stores are not only a byproduct of economic distress - they are a cause of it; and

WHEREAS, small box discount stores' strategy of saturating communities with multiple stores make it impossible for local grocery stores to stay open, if they are already in a neighborhood, or for new local grocers to open a store and prosper; and

WHEREAS, there is usually less than 15% of shelf space devoted to fresh produce in small box discount stores and most have only a limited selection of processed foods; and

WHEREAS, small box discount stores sell packaged foods in single-serving quantities that have lower price points, but are in actuality more expensive per ounce; and

WHEREAS, small box discount stores employ fewer people at lower wages than grocery stores, often face class-action lawsuits for violating fair labor standards and lean heavily on taxpayers to subsidize their employees' healthcare; and

WHEREAS, profits of small box discount stores go back to their corporate office, while local business profits go back to the community in which they serve; and

WHEREAS, there are concerns about safety and security surrounding small box discount stores because of the often high incidences of crime and theft in and around them, often due to their lack of security; and

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, the City of Painesville has the power to enact planning and zoning laws and business license laws that are intended to protect the health, welfare and safety of the citizens of the City; and

WHEREAS, that City Council wishes to study the current planning and zoning ordinances and also the business regulation and sign ordinances of the City in order to determine the appropriate location, spacing, regulation and/or number of small box discount stores within the context of the City’s Ordinances; and

WHEREAS, that City Council wishes to also study the impact of these types of stores relative to an increase in traffic, change in traffic patterns, the need for an extra turning lane traffic, safety issues, any increases in noise and litter, hours of operation, security requirements and also whether regulations need to be adopted that regulate the architectural details for these types of buildings and other buildings that will be located in the City’s commercial areas, especially in the overall downtown area and along the main traffic corridors of the City; and

WHEREAS, until such regulations are reviewed, Council desires to declare a moratorium on the acceptance and processing of applications for zoning and certificate of compliance approvals and business license approvals for small box discount stores and the issuance of such approvals.

WHEREAS, this Council believes that a temporary moratorium on the acceptance and processing of applications for zoning approval and certificates of compliance and business license permit approvals for small box discount stores will not deny property owners economically stable use of their property and will afford City Officials and this Council the time necessary to put in place reasonable zoning and business regulations to preserve the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, STATE OF OHIO, THAT:

SECTION I. Council hereby declares a 12-month moratorium on the acceptance and processing of applications for zoning, certificates of compliance and/or building permit approvals for small box discount stores and the issuance of such approvals.

SECTION II. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with the statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION III. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of Painesville for the reason that it is necessary to impose this moratorium immediately to facilitate a study of current planning, zoning and business ordinances in order to determine appropriate rules and regulations for these types of businesses. Said Ordinance is necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the City of Painesville, Ohio

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. ___-24

RESOLUTION AUTHORIZING THE CITY OF PAINESVILLE, OHIO, TO PROCEED WITH THE DEMOLITION OF AN UNSAFE STRUCTURE LOCATED AT 563 LAWNVIEW, IN THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO, AND TO REQUEST THE ASSISTANCE AND COOPERATION OF THE LAKE COUNTY LAND REUTILIZATION CORPORATION IN EFFECTING THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has the legal authority pursuant to State and Local Ordinances to arrange for the demolition of unsafe structures; and

WHEREAS, the structure located at 563 Lawnview in the City of Painesville, in Lake County, Ohio, Permanent Parcel Number 15D016B000480, is owned by Betty J Raimey, (their unknown heirs and devisees), and it has been found to be in an unsafe condition, and it is determined by Council that this structure needs to be demolished, authorizing the same to be demolished;

NOW, THEREFORE, BE IT IS RESOLVED BY THE COUNCIL OF PAINESVILLE, OHIO, LAKE COUNTY, STATE OF OHIO:

Section I. Council does hereby find and determine that the structure existing at 563 Lawnview in Painesville, Lake County, Ohio is in an unsafe condition, and should be demolished; and that the Administration is hereby authorized to carry out such actions as may be necessary to accomplish the same according to law.

Section II. That this Council hereby requests the Lake County Land Reutilization Corporation to assist and cooperate with the City Administration to accomplish the demolition of said structure; and specifically, this Council requests the Lake County Land Reutilization Corporation to exercise its authority to demolish the structure for the expense thereof, and this Council authorizes the Lake County Land Reutilization Corporation to enter into such contracts, execute such documents, and do all things as may be necessary to accomplish the same.

Section III. That the formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

Section IV. That this Resolution is hereby declared to be and is passed as an emergency measure for the immediate preservation of the public peace, health and/or safety and for the welfare of the citizens of the City of Painesville and for further reason find that it is necessary that this measure becomes effective immediately in order to allow the Lake County Land Reutilization Corporation to demolish the property while funding is still available; and, therefore, this Resolution shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-24

A RESOLUTION ADOPTING THE 2025 TAX BUDGET FOR THE CITY OF PAINESVILLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, a Tax Budget for the City of Painesville, Ohio for the year 2025 has been presented to Council at the hearing held thereon, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That the Tax Budget of the City of Painesville, Ohio for the year 2025 therefore be filed and same is adopted and the Clerk is hereby instructed to forward two copies thereof to the Auditor of Lake County, Ohio.

SECTION II. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to adopt the 2025 Tax Budget in accordance with applicable provisions of the Ohio Revised Code; and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

TAX BUDGET FOR

FOR THE FISCAL YEAR

01/01/25 - 12/31/25

LAKE COUNTY,

OHIO

Instructions and Tax Budget Form

INSTRUCTIONS FOR COMPLETING THE TAX BUDGET

SCHEDULE A

List only those individual funds which are requesting general property tax revenue. Please complete Column 1 by identifying the amount of general property tax you wish to request for the fiscal year. Columns 2 and 3 are to be completed by the Budget Commission and Columns 4 and 5 are to be completed by the County Auditor.

SCHEDULE B

This schedule will be completed by the County Auditor.

EXHIBIT I - STATEMENT OF FUND ACTIVITY

Complete this exhibit only for the General Fund, the Bond Retirement Fund (if it is, or has been, receiving property tax revenue) and any other funds for which you are requesting general property tax revenue. (Reproduce page 4 if necessary)

This exhibit should be completed using the CASH BASIS of accounting. For all funds, please segregate amounts received for homestead and rollbacks from property taxes. The line item "Revenues Over / Under Expenditures" is the difference between "Total Revenues" less "Total Expenditures". The line item "Ending Cash Balance" is the total of "Revenues Over / Under Expenditures" and the "Beginning Cash Balance".

Columns 1 and 2 - Complete these columns using data from the last two COMPLETED fiscal years.

Column 3 - Complete this column using current year data. A portion of the amount shown should be actual data and the remainder will represent estimates for the balance of the year.

One method of determining the amounts within this column is to review the last amended certificate of estimated resources and the appropriation ordinance. If the amounts are in line with your current estimates, these amounts may be used.

Column 4 - Complete this column for the next fiscal year (budget year).

EXHIBIT II - SCHEDULE OF INDEBTEDNESS

This exhibit is to provide all necessary detail of all debt issues of the entity. Each bond or note issue should be listed individually.

NOTE: The Budget Commission reserves the right to request additional financial information, if necessary, for the funds disclosed in this tax budget.

CITY OF PAINESVILLE

LAKE COUNTY, OHIO

01/01/25 - 12/31/25

For all subdivisions excluding school districts, this Budget must be adopted by the legislative body (City/Village Council, Township Trustees, or other Board) on or before July 15th and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH §5705.28, O.R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

TO THE LAKE COUNTY AUDITOR:
The following Budget for the fiscal year beginning January 1, 2023, has been adopted by the City of Painesville and is herewith submitted for consideration of the Lake County Budget Commission.

Signed _____

Title _____

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

FOR SUB-DIVISION USE		*FOR BUDGET COMMISSION USE*		*FOR COUNTY AUDITOR USE*	
FUND (Include only those funds which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE / OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	COLUMN 1	**COLUMN 2**	**COLUMN 3**	**COLUMN 4**	**COLUMN 5**
101 - GENERAL FUND	$ 586,205	$ 586,205	$ -	2.16	0.00
301 - BOND RETIREMENT FUND	65,134	65,134	0	0.24	0.00
208 - POLICE PENSION FUND	81,418	81,418	0	0.30	0.00
209 - FIRE PENSION FUND	81,418	81,418	0	0.30	0.00
220 - FIRE PROTECTION LEVY (1990)	101,892	0	101,892	0.00	0.70
236 - FIRE IMPROVEMENT LEVY (2013)	326,066	0	326,066	0.00	1.47
237 - ROAD IMPROVEMENT LEVY	665,442	0	665,442	0.00	3.00
238 - POLICE PROTECTION LEVY	594,567	0	594,567	0.00	2.50
TOTALS: ALL FUNDS	$ 2,502,142	$ 814,175	$ 1,687,967	3.00	7.67

INSTRUCTIONS: List only those funds which are requesting general property tax revenue. Complete column 1 with the amount that you are requesting for general property taxes. DO NOT COMPLETE COLUMNS 2 THROUGH 5.

Signed: BUDGET COMMISSION _____

_____

_____

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	TAX YEAR COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A, Column3)
GENERAL FUND:		
Current Expense Levy authorized by voters c , not to exceed years. Authorized under Section _____ , O.R.C.		
Current Expense Levy authorized _____ , not to exceed years. Authorized under Section _____ , O.R.C.		
Current Expense Levy authorized _____ , not to exceed years. Authorized under Section _____ , O.R.C.		
Current Expense Levy authorized _____ , not to exceed years. Authorized under Section _____ , O.R.C.		
Current Expense Levy authorized _____ , not to exceed years. Authorized under Section _____ , O.R.C.		
Current Expense Levy authorized _____ , not to exceed years. Authorized under Section _____ , O.R.C.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0	0
OTHER FUNDS:		
220 - FIRE PROTECTION Fund, Levy authorized by voters o 05/08/90 O.R.C. not tc Cont. years. Authorized under Section	0.70	101,892
236 - FIRE IMPROVEMEI Fund, Levy authorized by voters o 11/07/17 O.R.C. not tc 5 years. Authorized under Section	1.47	326,066
237 - ROAD IMPROVEMI Fund, Levy authorized by voters o 11/07/17 O.R.C. not tc 5 years. Authorized under Section	3.00	665,442
238 - POLICE PROTECTIC Fund, Levy authorized by voters o 11/05/19 O.R.C. not tc 5 years. Authorized under Section	2.50	594,567
_____ Fund, Levy authorized by voters o _____ , not tc ____ years. Authorized under Section _____ , O.R.C.		
_____ Fund, Levy authorized by voters o _____ , not tc ____ years. Authorized under Section _____ , O.R.C.		
_____ Fund, Levy authorized by voters o _____ , not tc ____ years. Authorized under Section _____ , O.R.C.		

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 101 - GENERAL FUND

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$539,995	$513,023	$513,030	$513,030
Homestead & Rollback	80,435	80,361	80,360	80,360
Local Government	1,028,347	1,055,977	1,037,000	1,037,000
Other Revenue	15,069,521	16,356,218	14,093,150	14,093,000
TOTAL REVENUES	16,718,298	18,005,579	15,723,540	15,723,390
TOTAL EXPENDITURES	16,357,767	14,373,478	16,561,794	16,562,000
REVENUES OVER (UNDER) EXPENDITURES	360,531	3,632,101	(838,254)	(838,610)
BEGINNING CASH BALANCE	4,329,034	4,689,565	8,321,666	7,483,412
ENDING CASH BALANCE	$4,689,565	$8,321,666	$7,483,412	$6,644,802
ENCUMBRANCES AT YEAR END	$1,000,000	$558,570	$550,000	$550,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 301 - BOND RETIREMENT FUND

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$59,999	$57,003	$57,000	$57,000
Homestead & Rollback	8,937	8,929	8,930	8,930
Other Revenue	1	0	0	0
TOTAL REVENUES	68,937	65,932	65,930	65,930
TOTAL EXPENDITURES	732	496	800	1,000
REVENUES OVER (UNDER) EXPENDITURES	68,205	65,436	65,130	64,930
BEGINNING CASH BALANCE	273,758	341,963	407,399	472,529
ENDING CASH BALANCE	$341,963	$407,399	$472,529	$537,459
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 208 - POLICE PENSION FUND

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$74,999	$71,253	$71,280	$71,280
Homestead & Rollback	11,172	11,161	11,170	11,170
Other Revenue	0	1	0	0
TOTAL REVENUES	86,171	82,415	82,450	82,450
TOTAL EXPENDITURES	100,915	100,621	101,000	101,000
REVENUES OVER (UNDER) EXPENDITURES	(14,744)	(18,206)	(18,550)	(18,550)
BEGINNING CASH BALANCE	163,855	149,111	130,905	112,355
ENDING CASH BALANCE	$149,111	$130,905	$112,355	$93,805
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 209 - FIRE PENSION FUND

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$74,999	$71,253	$71,280	$71,280
Homestead & Rollback	11,172	11,161	11,170	11,170
Other Revenue	0	1	0	0
TOTAL REVENUES	86,171	82,415	82,450	82,450
TOTAL EXPENDITURES	100,915	100,621	101,000	101,000
REVENUES OVER (UNDER) EXPENDITURES	(14,744)	(18,206)	(18,550)	(18,550)
BEGINNING CASH BALANCE	163,899	149,155	130,949	112,399
ENDING CASH BALANCE	$149,155	$130,949	$112,399	$93,849
ENCUMBRANCES AT YEAR END	$0	$0	$0	$0

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 220 - FIRE PROTECTION LEVY (1990)

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$94,887	$89,053	$89,060	$89,060
Homestead & Rollback	8,166	8,041	8,050	8,050
Other Revenue	88,188	180	0	0
TOTAL REVENUES	191,241	97,274	97,110	97,110
TOTAL EXPENDITURES	418,657	5,640	85,065	85,000
REVENUES OVER (UNDER) EXPENDITURES	(227,416)	91,634	12,045	12,110
BEGINNING CASH BALANCE	404,935	177,519	269,153	281,198
ENDING CASH BALANCE	$177,519	$269,153	$281,198	$293,308
ENCUMBRANCES AT YEAR END	$10,000	$10,065	$10,000	$10,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 236 - FIRE IMPROVEMENT LEVY (2013)

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$323,892	$307,608	$307,610	$307,610
Homestead & Rollback	15,975	18,026	18,030	18,030
Other Revenue	0	700	0	0
TOTAL REVENUES	339,867	326,334	325,640	325,640
TOTAL EXPENDITURES	675,354	245,925	308,738	309,000
REVENUES OVER (UNDER) EXPENDITURES	(335,487)	80,409	16,902	16,640
BEGINNING CASH BALANCE	434,687	99,200	179,609	196,511
ENDING CASH BALANCE	$99,200	$179,609	$196,511	$213,151
ENCUMBRANCES AT YEAR END	$50,000	$53,478	$50,000	$50,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 237 - ROAD IMPROVEMENT LEVY

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$660,846	$627,771	$627,780	$627,780
Homestead & Rollback	26,415	22,408	22,410	22,410
Other Revenue	0	22,804	0	0
TOTAL REVENUES	687,261	672,983	650,190	650,190
TOTAL EXPENDITURES	626,556	792,026	624,855	625,000
REVENUES OVER (UNDER) EXPENDITURES	60,705	(119,043)	25,335	25,190
BEGINNING CASH BALANCE	1,015,422	1,076,127	957,084	982,419
ENDING CASH BALANCE	$1,076,127	$957,084	$982,419	$1,007,609
ENCUMBRANCES AT YEAR END	$270,000	$269,295	$260,000	$260,000

STATEMENT OF FUND ACTIVITY

Complete only for General Fund, Bond Retirement Fund, and any other funds requesting general property tax revenue.

EXHIBIT I

FUND: 238 - POLICE PROTECTION LEVY

DESCRIPTION	FOR 2022 ACTUAL	FOR 2023 ACTUAL	2024 CURRENT YEAR ESTIMATE	2025 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$590,500	$560,959	$560,960	$560,960
Homestead & Rollback	23,668	24,659	24,660	24,660
Other Revenue	0	0	0	0
TOTAL REVENUES	614,168	585,618	585,620	585,620
TOTAL EXPENDITURES	599,897	766,483	596,486	596,000
REVENUES OVER (UNDER) EXPENDITURES	14,271	(180,865)	(10,866)	(10,380)
BEGINNING CASH BALANCE	378,527	392,798	211,933	201,067
ENDING CASH BALANCE	$392,798	$211,933	$201,067	$190,687
ENCUMBRANCES AT YEAR END	$20,000	$20,116	$20,000	$20,000

SCHEDULE OF INDEBTEDNESS

EXHIBIT II

PURPOSE OF BONDS AND NOTES	AUTHORITY FOR LEVY OUTSIDE 10 MILL LIMIT *	DATE OF ISSUE	DATE DUE	ORDINANCE OR RESOLUTION	SERIAL OR TERM	RATE OF INTEREST	AMOUNT OF BONDS / NOTES OUTSTANDING AT BEGINNING OF BUDGETED YEAR 01/01/25	AMOUNT REQUIRED FOR PRINCIPAL & INTEREST PAYMENTS 01/01/25 12/31/25
INSIDE TEN MILL LIMIT:								
Various Purpose		2007	2028	2007	Term	4.25% - 5.00%	$ 125,000.00	$ 70,000.00
Renaissance Parkway		2005	2025	2005	Term	4.75%	$ 30,000.00	$ 31,500.00
Shamrock Bridge		2012	2034	2012	Term	3.00%	$ 932,000.00	$ 131,562.00
TOTAL							$1,087,000	$233,062
OUTSIDE TEN MILL LIMIT:								
TOTAL							$0	$0

* If the levy is outside the 10 mill limit by vote enter the words "by vote" and the date of the election.
If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE-GEAUGA RECOVERY CENTERS, INC. TO PROVIDE PARTIAL FUNDING SUPPORT USING OPIOID SETTLEMENT FUNDS FOR A PEER RECOVERY SUPPORT GROUP FOR INDIVIDUALS BEING TREATED FOR OPIOID USE, AND DECLARING AN EMERGENCY

WHEREAS, the City has and will receive settlement funds related to the Opioid Lawsuits that have been filed against various suppliers and distributors of opioid prescriptions by the State of Ohio and the City anticipates receiving additional funds related to the various lawsuits; and

WHEREAS, the Settlement Agreements in the various cases and also in the One Ohio Memorandum describe the allowed uses of the Settlement Funds and the document is attached to the Agreement as Exhibit E and lists Core Strategies and Approved uses for these funds; and

WHEREAS, Lake-Geauga Recovery Centers, Inc. ("Lake-Geauga") provides services for drug treatment, including treatment for opioid use; and

WHEREAS, the services that Lake-Geauga provides meet the standards for the permitted uses described in the Agreement in Exhibit E; and

WHEREAS, the City Council wishes to enter into an Agreement with Lake Geauga to provide the funds that the City has received and will receive from the Opioid Lawsuits to Lake-Geauga for the purpose of supporting a Peer Recovery Support group that will be partially funded by the City's grant of their Opioid Settlement Funds to Lake-Geauga; and

WHEREAS, Lake-Geauga understands and agrees that the City's Opioid Settlement Funds shall be used to benefit residents of the City of Painesville and that the City of Painesville Funds shall be allocated for this purpose.

NOW, THEREFORE, BE IT IS RESOLVED BY THE COUNCIL OF PAINESVILLE, OHIO, LAKE COUNTY, STATE OF OHIO:

SECTION I. The City Council of Painesville authorizes and directs the City Manager to enter into an Agreement with Lake Geauga Recovery Centers, Inc. to provide partial funding supporting using the Opioid Settlement Funds for a Peer Recovery Support Group for individuals being treated for Opioid Use. A copy of the Agreement with Lake-Geauga is attached hereto as Exhibit A.

SECTION II. That the City Council authorizes that the Opioid Settlement Funds that the City has received to date from the various Opioid Lawsuits be paid to Lake Geauga after an invoice for services has been submitted for the purposes described in this Agreement.

SECTION II. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to provide Lake Geauga in order provide treatment services to our joint constituency, and; therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

AGREEMENT FOR USE OF OPIOID SETTLEMENT FUNDS
BETWEEN
THE CITY OF PAINESVILLE
AND
LAKE-GEAUGA RECOVERY CENTERS, INC

THIS AGREEMENT ("Agreement") is made as of the _____ day of _____, 2024 between Lake-Geauga Recovery Centers, Inc. ("Lake Geauga") 9083 Mentor Avenue, Mentor, OH 44060 and the City of Painesville, ("City") 7 Richmond Street, Painesville, OH 44077.

WHEREAS, the City has and will receive settlement funds related to the Opioid Lawsuits that have been filed against various suppliers and distributors of opioid prescriptions and the City anticipates receiving additional funds related to the various lawsuits; and

WHEREAS, the Settlement Agreements in the various cases and also in the One Ohio Memorandum describe the allowed uses of the Settlement Funds and the attached document that is described as Exhibit E lists Core Strategies and Approved uses for these funds; and

WHEREAS, Lake-Geauga provides services for drug treatment, including treatment for opioid use and the services that Lake-Geauga provides meet the standards for the permitted uses described in Exhibit E; and

WHEREAS, the City wishes to enter into this Agreement to provide the funds that the City has received and will receive from the Opioid Lawsuits to Lake-Geauga for the purpose of supporting a Peer Recovery Support group that will be partially funded by the City's grant of their Opioid Settlement Funds to Lake-Geauga; and

WHEREAS, Lake-Geauga understands and agrees that the City's Opioid Settlement Funds shall be used to benefit residents of the City of Painesville and that the City of Painesville Funds shall be allocated for this purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree with the foregoing recitals and further agree as follows:

1. The City shall transfer to Lake-Geauga the Opioid Settlement Funds that the City has received to date from the various Opioid Lawsuits and the City shall also transfer other funds that it receives from the Opioid Settlement Funds for the purposes described in this Agreement upon receiving an invoice from Lake-Geauga that details the use of the funds; and

2. Lake-Geauga shall use these funds for the purpose of supporting a Peer Recovery Support group that will be partially funded by the funds that are referenced in the Agreement; and

3. Lake-Geauga shall use the funds in a manner that is permitted by the standards that are set forth in the various Opioid Settlement Agreements; and

4. This Agreement shall be continuing in nature so long as the City continues to receive Opioid Settlement Funds. Either party may terminate this Agreement for any reason by giving the other Party 90 days written Notice that the Agreement is terminated; and

5. This Agreement is conditioned on Painesville City Council approving this Agreement; and

6. This Agreement constitutes the sole agreement between the parties with regards to the subject matter hereof and supersedes all other agreements with regards to said subject matter. This Agreement may only be amended in writing.

The undersigned have signed this Agreement on the date that is set forth below their signature and hereby approve the terms and conditions of this Agreement.

_____ _____

Witness Douglas L. Lewis, City Manager
City of Painesville

_____

Date

_____ _____

Witness Melanie Blasko, Executive Director
Lake-Geauga Recovery Centers, Inc.

_____

Date

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

AGREEMENT FOR USE OF OPIOID SETTLEMENT FUNDS

THIS AGREEMENT ("Agreement") is made as of the ___ day of _____, 2024 between Lake-Geauga Recovery Centers, Inc. ("Lake-Geauga") 9083 Mentor Avenue, Mentor, OH 44060 and the City of Painesville, ("City") 7 Richmond Street, Painesville, Ohio 44077/

WHEREAS, the City has and will receive settlement funds related to the Opioid Lawsuits that have been filed against various suppliers and distributors of opioid prescriptions and the City anticipates receiving additional funds related to the various lawsuits; and

WHEREAS, the Settlement Agreements in the various cases and also in the One Ohio Memorandum describe the allowed uses of the Settlement Funds and the attached document that is described as Exhibit E lists Core Strategies and Approved uses for these funds; and

WHEREAS, Lake-Geauga provides services for drug treatment, including treatment for opioid use and the services that Lake-Geauga provides meet the standards for the permitted uses described in Exhibit E; and

WHEREAS, the City wishes to enter into this Agreement to provide the funds that the City has received and will receive from the Opioid Lawsuits to Lake-Geauga for the purpose of supporting a Peer Recovery Support group that will be partially funded by the City's grant of their Opioid Settlement Funds to Lake-Geauga; and

WHEREAS, Lake-Geauga understands and agrees that the City's Opioid Settlement Funds shall be used to benefit residents of the City of Painesville and that the City of Painesville Funds shall be allocated for this purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree with the foregoing recitals and further agree as follows:

1. The City shall transfer to Lake-Geauga the Opioid Settlement Funds that the City has received to date from the various Opioid Lawsuits and the City shall also transfer other funds that it receives from the Opioid Settlement Funds for the purposes described in this Agreement;

2. Lake-Geauga shall use these funds for the purpose of purpose of supporting a Peer Recovery Support group that will be partially funded by the funds that are referenced in this Agreement;

3. Lake-Geauga shall use the funds in a manner that is permitted by the standards that are set forth in the various Opioid Settlement Agreements;

4. This Agreement shall be continuing in nature so long as the City continues to receive Opioid Settlement Funds. Either party may terminate this Agreement for any reason by giving the other Party 90 days written Notice that the Agreement is terminated;

5. This Agreement is conditioned on Painesville City Council approving this Agreement; and

6. This Agreement constitutes the sole agreement between the parties with regards to the subject matter hereof and supersedes all other agreements with regards to said subject matter. This Agreement may only be amended in writing.

The undersigned have signed this Agreement on the date that is set forth below their signature and hereby approve the terms and conditions of this Agreement.

LAKE-GEAUGA RECOVERY CENTERS, INC.	CITY OF PAINESVILLE, OHIO
By: _____	By: _____
Melanie J. Blasko,	Douglas L. Lewis, City Manager
Executive Director	
Date: _____	Date: _____

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE VIC PLACE DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY OF PAINESVILLE ("SELLER") AND A LAND PURCHASE AGREEMENT WITH VIC PLACE, LLC ("PURCHASER") TO PURCHASE APPROXIMATELY 1.3 ACRES OF REAL PROPERTY LOCATED AT 66 SOUTH ST. CLAIR STREET IN ORDER TO PROVIDE PARKING FOR THE RENNOVATION AND REDEVELOPMENT OF 100 SOUTH PARK PLACE INTO A MIXED USE RESIDENTIAL AND RETAIL RESTAURANT BUILDING, AND DECLARING AN EMERGENCY

WHEREAS, City and Developer entered into that certain VIC PLACE LLC DEVELOPMENT AGREEMENT on August 7, 2023, ("**Development Agreement**") to establish the obligations of the Parties and facilitate the renovation and redevelopment of the former Victoria Place mall at 100 S. Park Place into a mixed-use residential, office and retail/restaurant building (the "**Project**"); and

WHEREAS, City is the fee simple owner of approximately 1.31 acres of real property located at 66 S. St. Clair Street and identified as Permanent Parcel Nos. 15-C-001-0-00-026-0 (the "**Property**") that is contemplated to be leased to Developer according to the terms of a Parking Agreement as detailed under the City's Obligations in the Development Agreement; and

WHEREAS, The City wishes to sell 0.94 acres of the Property which is more fully described on the legal description that is currently beings developed (the "**Vic Place Parcel**") pursuant to the terms of that certain LAND PURCHASE AGREEMENT entered into by the City and Developer. The remaining portion of the Property shall be referred to as the "**Remaining Parcel**" and the legal description is currently being developed (the general locations of the Vic Place Parcel and the Remaining Parcel are depicted on Exhibit A); and

WHEREAS, To further the Project and facilitate development of the City of Painesville downtown district the Developer and the City agree to make certain improvements to the Vic Place Parcel and the Remaining Parcel in accordance with the approved concept plan and Victoria Place civil drawings prepared by Triumph as shown in **Exhibit "A"** attached hereto; and

WHEREAS, it is the desire of the Parties to enter into this First Amendment of Vic Place LLC Development Agreement and enter into a Land Purchase Agreement to sell property to the Developer to facilitate the completion of the Project and improvement of the Vic Place Parcel and the Remaining Parcel.

NOW, THEREFORE, BE IT IS RESOLVED BY THE COUNCIL OF PAINESVILLE, OHIO, LAKE COUNTY, STATE OF OHIO:

SECTION I. The City Council hereby authorizes and directs the City Manager to enter into an amendment to the Vic Place Development Agreement on behalf of the City of Painesville ("Seller") and to enter into a land purchase agreement with Vic Place, LLC ("Purchaser") to sell approximately 0.94 acres of real property located at 66 South St. Clair Street in order to provide parking for the renovation and redevelopment of 100 South Park Place into a mixed use residential and retail restaurant building. A copy of the Amendment to the Vic Place Development Agreement is attached as Exhibit B and a copy of the proposed Purchase Agreement is attached as Exhibit C.

SECTION II. That the City as an impacted City is exempted from bidding requirements for the transfer or real property.

SECTION III. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to transfer the property to Vic Place in order to obtain their financing; and; therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____

Jim Fodor
President of Council

ATTEST:

_____

Samantha Danielson
Clerk of Council

EXHIBIT A

SOUTH PARK PLACE

EAST WASHINGTON STREET

SOUTH SAINT CLAIR STREET

PROPOSED RAMP SEE ARCH PLANS

SEE ARCH PLANS FOR ENTRANCE DETAILS

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

EXISTING PARKING

EXISTING PARKING

BIKE RACKS

SIDEWALK

PROPOSED WALL, SEE GRADING PLAN AND STRUCTURAL PLANS FOR DETAILS.

GATE

BOLLARD (5) @8FT o.c.

CONCRETE APPROACH

ASPHALT PAVEMENT

9 SPACES

Start new curb

Ex Wall

SIDEWALK

INDIVIDUAL UNIT PATIOS, SEE ARCH

BOLLARD (3) @7.5FT o.c.

Curb

4 SPACES

CONCRETE PAVEMENT

2 SPACES

12 SPACES

ASPHALT PAVEMENT

SEE ELECTRICAL PLANS FOR EV CHARGER

3 SPACES

13 SPACES

13 SPACES

9 SPACES

9 SPACES

PROPOSED

7 SPACES

7 SPACES

EXISTING

EXISTING RETAINING WALL TO REMAIN

EXISTING MODIFIED

EXISTING

EXISTING RETAINING WALL TO REMAIN

PROPOSED FLUSH CURB ISLAND

PROPOSED

EXISTING

27 SPACES

14 SPACES

4 SPACES

ADA COMPLIANT CURB RAMP (TYP.)

SEE ELECTRICAL PLANS FOR EV CHARGER

RELOCATED ELECTRICAL PAD

PROPOSED SIDEWALK

ASPHALT PAVEMENT

CONCRETE APPROACH

PROPOSED CURB RAMP

LEGEND

- RW — RIGHT OF WAY
- LIMITS OF DISTURBANCE
- EXISTING LIGHT POLE
- EXISTING SIGN
- UTILITY POLE
- FH — FIRE HYDRANT
- WV — WATER VALVE
- WTR — WATER LINE
- STM — STORM SEWER LINE
- CB — CATCH BASIN
- YD — YARD DRAIN
- BOLLARD/ADA BOLLARD SIGN, SEE DETAIL SHEET C6.0
- PARKING BLOCK
- PROPOSED CURB, SEE DETAIL SHEET C6.0
- PROPOSED SIDEWALK
- PROPOSED ASPHALT
- PROPOSED CONCRETE

1. VAN ACCESSIBLE PARKING SPACE
2. EV ACCESSIBLE PARKING SPACE
3. STANDARD EV PARKING SPACE
4. MOTORCYCLE PARKING SPACES
5. ADA COMPLIANT CURB RAMP
6. EV READY PARKING SPACES

NOTES:
1. SEE GRADING PLANS FOR AREA OF FLUSH CURB AND TRANSITION CURB
2. SEE DETAILS SHEET C6.0 FOR SPECIFIC AREAS NOTING CURB DETAIL.
3. REFERENCE LANDSCAPE PLANS FOR PLANTING AREAS AND DETAILS.
4. REFERENCE ARCHITECTURAL AND LANDSCAPE PLANS FOR FRONT ENTRANCE RENOVATION LAYOUT AND DETAILS.
5. SEE DETAILS SHEET C6.1 FOR CITY OF PAINESVILLE STANDARD CONCRETE APRON DETAILS AND NOTES

0' 20' 40'

SCALE: 1" = 20'

TRIUMPH

triumphservices.com

Cleveland | Marietta | Zanesville

1672 Linden Avenue
Zanesville, OH 43701
740-452-7434

STATE OF OHIO
KEVIN GRADERT
E-85202
REGISTERED
PROFESSIONAL ENGINEER

LDA Architects

5000 Euclid Ave
Cleveland, OH 44103

Victoria Place

1 Victoria Place
Painesville, OH 44077

Site Plan

Issue/Revision:

1	04/26/24	ISSUE_FOR_PERMIT
0	02/21/24	ISSUE_FOR_PERMIT

Project Number: 90680323
Design by: KSG
Drawn by: AD
Checked by: KSG

C3.0

EXHIBIT B

FIRST AMENDMENT TO VIC PLACE LLC DEVELOPMENT AGREEMENT

THIS FIRST AMENDEMENT TO VIC PLACE LLC DEVELOPMENT AGREEMENT (the "**First Amendment**") is made by and between THE CITY OF PAINESVILLE, (the "**City**"), and VIC PLACE LLC, an Ohio limited liability company, (the "**Developer**"), having its offices at 9755 Plank Road, Montville, Ohio 44064. The City and Developer may also be referred to individually as a "**Party**" or collectively referred to as the "**Parties**" herein.

RECITALS:

WHEREAS, City and Developer entered into that certain VIC PLACE LLC DEVELOPMENT AGREEMENT on August 7, 2023, ("**Development Agreement**") to establish the obligations of the Parties and facilitate the renovation and redevelopment of the former Victoria Place mall at 100 S. Park Place into a mixed-use residential, office and retail/restaurant building (the "**Project**"); and

WHEREAS, City is the fee simple owner of approximately 1.31 acres of real property located at 66 S. St. Clair Street and identified as Permanent Parcel Nos. 15-C-001-0-00-026-0 (the "**Property**") that is contemplated to be leased to Developer according to the terms of a Parking Agreement as detailed under the City's Obligations in the Development Agreement; and

WHEREAS, The City wishes to sell 0.94 acres of the Property which is more fully described on the legal description attached hereto and incorporated herein by reference as **Exhibit "A"** (the "**Vic Place Parcel**") pursuant to the terms of that certain LAND PURCHASE AGREEMENT entered into by the City and Developer. The remaining portion of the Property shall be referred to as the "**Remaining Parcel**" and is described in **Exhibit "B"** attached hereto; and

WHEREAS, To further the Project and facilitate development of the City of Painesville downtown district the Developer and the City agree to make certain improvements to the Vic Place Parcel and the Remaining Parcel in accordance with the approved concept plan and Victoria Place civil drawings prepared by Triumph as shown in **Exhibit "C"** attached hereto; and

WHEREAS, it is the desire of the Parties to enter into this First Amendment of Vic Place LLC Development Agreement to facilitate the completion of the Project and improvement of the Vic Place Parcel and the Remaining Parcel.

NOW, THEREFORE**,** in consideration of the mutual promises and covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. DEVELOPERS OBLIGATIONS.

(a) Developer shall obtain all government permits, consents, and approvals that the City determines to be necessary, appropriate, or desirable to permit Developer to construct and install the Developer Improvements (as described below) on the Remaining Parcel.

(b) Developer shall have obtained or satisfied itself that it can obtain all governmental permits, consents, and approvals that Developer determines to be necessary, appropriate, or desirable in order to construct and install improvements on the Vic Place Parcel and, upon completion of improvements, to use and occupy the Vic Place Parcel and the improvements in a manner satisfactory to Developer.

(c) Developer agrees to complete the below described improvements in accordance with the approved concept plan and civil drawings prepared by Triumph which are attached as Exhibit C as approved by the Painesville City Engineer (the "**Developer Improvements**") as follows:

(i) Install all the necessary improvements to the Vic Place Parcel and to the Remaining Parcel so that the existing parking lot is divided into two (2) separate parking areas, one for Vic Place and one to remain in the City of Painesville ownership for public use;

(ii) Install the approved parking layout on both parcels, including striping and landscaping;

(iii) Relocate existing Electric Vehicle ("EV") charging station on the remaining Parcel.

(iv) Install infrastructure to permit all EV charging stations to be located on the Remaining Parcel.

(v) Open a trench for conduit to be run to the EV charging stations (conduit to be provided by City).

(d) Developer shall pay the cost of the Developer Improvements. Any mechanic's lien or other lien filed against the Remaining Parcel for work claimed to have been performed for, or materials claimed to have been furnished to Developer shall be discharged by Developer by bonding, payment or otherwise within twenty (20) days after the filing of such lien.

(e) Developer shall substantially complete the Developer Improvements in a workmanlike manner. Any changes to the Developer Improvements agreed upon by Developer and City shall be at the City's sole cost and expense. Developer shall complete the Developer Improvements within one (1) year following the later of (i) the Closing Date for the purchase of the Vic Place Parcel as defined in the Land Purchase Agreement or (ii) Developer having obtained construction financing for the Project. In the event the Developer fails to complete the Developer Improvements within one (1) year, but

subject to extensions permitted pursuant to Section 1111.08(g) of the Unified Development Code, the City may exercise its property reversion rights with respect to the Vic Place Parcel.

(f) Until the Developer Improvements have been installed, the Vic Place Parcel shall not be consolidated or otherwise joined to the real property of the Project. The City agrees that no citation, fine, or violation of any City Code or Ordinance requiring consolidation will be imposed against Developer for failure to consolidate the Vic Place Parcel with the Project while the Developer Improvements described in this Section 1 are being performed by Developer in accordance with this First Amendment. Within ninety (90) days of the completion of the Developer Improvements, Developer shall consolidate the Vic Place Parcel with the Project in accordance with the requirements of Unified Development Code Section 1111.04(c).

(g) Developer shall ensure that no mortgage exceeding Ninety Percent (90%) of the Purchase Price contained in the Land Purchase Agreement between Developer and the City will be placed on the Vic Place Parcel until the Developer Improvements to the Remaining Parcel described in Section 1(c) have been completed.

(h) The Vic Place Parcel shall not be sold or assigned without the written consent of the City until the Vic Place Parcel has been consolidated with the Project pursuant to the requirements of Section 1(f) of this First Amendment.

(i) The Vic Place Parcel shall be subject to the terms of the Development Agreement, whose terms and conditions shall be binding on the assigns and run with the land for the earlier of five (5) years from the Effective Date of this First Amendment or until the terms of the Development Agreement and any amendments thereto have been satisfied by Developer.

2. CITY'S OBLIGATIONS.

(a) The City shall provide two (2) new EV charging stations in addition to any existing EV charging stations currently located on or to be relocated on the Remaining Parcel.

(b) The City shall install conduit of the appropriate type and size to provide appropriate amperage to the EV charging stations located on the Remaining Parcel. The cost of the conduit and installation shall be the responsibility of the City.

(c) The City shall set the billing rates for the EV charging stations at appropriate amounts to cover any maintenance and will be responsible for the maintaining in good working order, the EV charging stations on the Remaining Property.

3. TERMS OF ORIGINAL DEVELOPMENT AGREEMENT REMAIN IN FULL FORCE AND EFFECT

(a) The terms and conditions of the Development Agreement entered into between the City and Developer on August 7, 2023, which is known as the VIC PLACE LLC DEVELOPMENT AGREEMENT, remain in full force and effect except as specifically modified by this First Amendment to the Development Agreement.

(b) A copy of the Development Agreement and any amendments thereto shall be recorded with the Lake County Recorder's Office.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

CITY:

CITY OF PAINESVILLE, an
Ohio Municipal Government

Date: _____ By: _____

DOUGLAS L. LEWIS
CITY MANAGER
CITY OF PAINESVILLE

DEVELOPER:

VIC PLACE LLC an
Ohio Limited Liability Company

Date: _____ By: _____

SHAWN NEECE
AUTHORIZED REPRESENTATIVE
RENEW PARTNERS LLC

Approved as to form by Painesville Law Director:

Date: _____ By: _____

JAMES LYONS
LAW DIRECTOR

EXHIBIT C

SOUTH PARK PLACE

EAST WASHINGTON STREET

SOUTH SAINT CLAIR STREET

EXISTING BUILDING

EXISTING PARKING

PROPOSED RAMP SEE ARCH PLANS

SEE ARCH PLANS FOR ENTRANCE DETAILS

BIKE RACKS

SIDEWALK

PROPOSED WALL, SEE GRADING PLAN AND STRUCTURAL PLANS FOR DETAILS.

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ASPHALT PAVEMENT

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1672 Linden Avenue
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STATE OF OHIO — KEVIN GRADERT — E-85202 — REGISTERED PROFESSIONAL ENGINEER

LDA Architects
5000 Euclid Ave
Cleveland, OH 44103

Victoria Place

1 Victoria Place
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Site Plan

Issue/Revision:

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0	02/21/24	ISSUE_FOR_PERMIT

Project Number: 90680323
Design by: KSG
Drawn by: AD
Checked by: KSG

C3.0

EXHIBIT C

LAND PURCHASE AGREEMENT

THIS LAND PURCHASE AGREEMENT ("**Agreement**") is made by and between the City of Painesville, an Ohio municipal government ("**Seller**"), whose address is 7 Richmond Street, Painesville, Ohio 44077, and Vic Place LLC ("**Purchaser**"), whose address is 9755 Plank Road, Montville, Ohio 44064. Purchaser and Seller may also individually be referred to as a "**Party**" herein or collectively referred to as "**Parties**" herein.

WHEREAS, Seller is the fee simple owner of approximately 1.31 acres of real property located at 66 S. St. Clair Street and identified as Permanent Parcel Nos. 15-C-001-0-00-026-0. The seller wishes to sell 0.94 acres of said parcel which is more fully described on the legal description attached hereto and incorporated herein by reference as **Exhibit "A"** (collectively referred to as the "**Property**"). The remaining parcel shall be referred to as the "Remaining Parcel" in this Agreement and the Remaining Parcel is described in **Exhibit "C"** attached hereto;

WHEREAS, Purchaser desires to renovate and redevelop an existing building on the adjacent parcel at 100 S. Park Place into a mixed-use residential and retail/restaurant building in conformance with the City of Painesville's downtown district (the "**Project**") and;

WHEREAS, Seller and Purchaser entered into that certain VIC PLACE LLC DEVELOPMENT AGREEMENT on August 7, 2023, ("**Development Agreement**") to establish the obligations of the Parties and facilitate the completion of the Project; and

WHEREAS, Seller and Purchaser have agreed to amend the Development Agreement to memorialize the terms by which Purchaser will make certain improvements to the Property and the Remaining Parcel to further redevelopment of the City of Painesville's downtown district; and

WHEREAS, Seller desires to sell the Property and Purchaser wishes to purchase the Property, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, Buyer is purchasing the Property in its "AS IS" condition, ordinary wear and tear to the date of possession accepted.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby grant to Purchaser the right to purchase, and Purchaser agrees to purchase in fee simple the Property pursuant to the following covenants, conditions, terms, and obligations:

1. FEASIBILITY PERIOD.

(a) Purchaser shall have sixty (60) days from the Feasibility Delivery Date (defined below) (the "**Feasibility Period**"), to undertake at Purchaser's sole expense such architectural, engineering, development, marketing, wetland, and other studies as Purchaser may desire. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate

this Agreement at any time prior to the end of the Feasibility Period whereupon this Agreement shall be null and void. Such termination shall be in writing and delivered to Seller by no later than the last day of the Feasibility Period. Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Feasibility Period may be agreed upon in writing or email by each Party or each Party's respective attorney and notices to terminate this Agreement prior to the expiration of the Feasibility Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by email to Seller and/or Seller's attorney.

(b) During the Feasibility Period commencing with the Effective Date (defined below), Seller shall provide Purchaser and Purchaser's agents or representatives with complete access to the Property for the purpose of conducting inspections, engineering studies, appraisals, test borings or any other activities reasonably required by Purchaser in order to determine the suitability of the Property for Purchaser's purposes (collectively, the "**Inspections**"). The right to conduct Inspections shall include, without limitation, the right to enter upon any portion of the Property to take measurements, make inspections, make boundary and topographical survey maps, and to conduct geotechnical, environmental (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser), groundwater, wetland and other studies deemed necessary, desirable, or appropriate by Purchaser, in its sole discretion, and to determine the adequacy of utilities servicing the Property, zoning ordinances and compliance with laws. No such Inspections shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Phase II environmental site assessment(s), if performed, shall be approved by the Seller in advance. The Purchaser shall repair any damage to the Premises caused by the Purchasers investigations, test and studies. Upon execution of this Agreement (the "Feasibility Delivery Date"), Seller shall deliver to Purchaser, at no cost to Purchaser, such of the following as are in the possession of or available to Seller: existing soil and groundwater tests, surveys, contracts, leases, title policies, environmental reports, underground storage tank test results, waste disposal records, permit records, traffic studies, other engineering tests and studies pertaining to the Property (the "Feasibility Materials"). The Feasibility Period shall be extended by one day for each day Seller delays in making the Feasibility Materials available to Purchaser.

2. CONDITIONS PRECEDENT TO CLOSING. The obligations of the parties to purchase and sell the Property, respectively, shall be conditioned upon the satisfaction of the following, any of which may be waived by Purchaser (the "**Conditions Precedent to Closing**"):

(a) Purchaser must have completed its Feasibility Period pursuant to Section 1 herein or waives such period and must notify Seller, in writing, of the acceptability of the Property.

(b) Purchaser shall provide an easement to Liberty Painesville LLC for purposes of access to the Liberty Painesville LLC existing building for ingress and egress at the rear of the Liberty Painesville, LLC building. This access easement shall be across the Property from Washington Street to the Liberty Painesville LLC building. The attached Easements describes the exact location of the easement and the terms of the easements. Said easement shall be recorded at the time of the sale of the property. A copy of that Easement is attached as **Exhibit B**. This Easement shall be filed immediately after the filing of the Deed from the Seller to Purchaser.

(c) Purchaser shall have obtained or satisfied itself that it can obtain all governmental permits, consents, and approvals that Purchaser determines to be necessary, appropriate, or desirable in order to construct and install improvements on the Property and, upon completion of improvements, to use and occupy the Property and the improvements in a manner satisfactory to Purchaser.

(d) Purchaser shall be satisfied (i) that sanitary sewer, storm sewer, water, electrical power, telephone and natural gas facilities (collectively "**Utility Facilities**") adequate for Purchaser's use are on the Property or adjacent to the Property in the public right-of-way, and (ii) that the utility service companies and governmental authorities providing public utility services to the Property will provide on a permanent basis a system and supply of those services adequate for Purchaser's use. The Seller is under no obligation to provide any upgrade or changes to the existing Utility Facilities unless the Parties to this Agreement agree in writing to make any changes to the existing Utility Facilities.

(e) Purchaser shall have determined to its satisfaction, after performing or causing to have been performed such engineering work and soil and other tests as it deems necessary, that (i) the physical condition and characteristics of the Property, including, but not limited to, the weight-bearing qualities and characteristics of the sub-strata soil and the underlying water table, are satisfactory for the construction, use and operation of the Improvements, and (ii) no foundation designs, fill, compacting or other corrective work, the performance and construction of which will be economically unfeasible, will be required in order to accommodate the construction, use and operation of Purchaser's proposed improvements.

(f) Any taxes owing, outstanding, or any liens, encumbrances or obligations for the site or items affecting title transfer are current and paid through closing.

(g) The Purchaser shall provide the necessary survey and legal descriptions to the Seller to create the lot split of the existing parcel based on the approved concept plan.

(h) Seller shall have completed, approved and recorded with the Lake County Recorder's office a lot split of the Property creating the 0.94 acre parcel which is the subject of this agreement and recorded with the Lake County Recorder's Office a Declaration of Covenants, Conditions and Restrictions that were previously recorded on the property owned by Vic Place the Purchaser acknowledges that its right to object to any item included in the Title Commitment does not include the right to object to the Declaration of Covenants, Conditions and Restrictions.

(i) The purchaser has secured financing to proceed with (i) the purchase of the Property; and (ii) development of the Project.

(j) In the event any of the foregoing conditions are not satisfied in Purchaser's sole discretion and if Purchaser notifies Seller that it desires to cancel this contract, Purchaser may, at

its sole option, terminate this Agreement by providing written notice to Seller prior to the Closing Date (defined below). Upon such notice of termination having been timely delivered, neither party shall have any further liability or obligation to the other under this Agreement. The parties acknowledge that (i) the conditions set forth in sections 2(a), and (c) to (i) are for the sole and exclusive benefit of Purchaser, (ii) Seller shall have no right to terminate or rescind this Agreement if any of these conditions 2(a), and (c) to -(i) are not satisfied, (iii) Purchaser may, at its sole option, waive any of the conditions in sections 2(a), and (c) to (i). The conditions set forth in Section 2(b) benefit both the Seller and the Purchaser and the conditions set forth in Section 2(b) shall survive the closing of this transaction,

3. PURCHASE OF PROPERTY. The purchase price of the Property shall be Two Hundred and Fifty Thousand Dollars ($250,000.00) ("**Purchase Price**").

(a) Purchaser shall pay the sum of Twelve Thousand Five Hundred Dollars ($12,500) earnest money ("**Earnest Money**") to Escrow Agent (defined below) upon the execution of this Agreement.

(b) Purchaser shall pay the balance of the Purchase Price, which is Two Hundred Thirty Seven Thousand and Five Hundred Dollars ($237,500), to Escrow Agent (defined below) at the closing of the sale of the Property, subject to pro-rations and adjustments authorized by this Agreement.

4. AS IS CONDITION: Buyer is purchasing the Property in its "AS IS" condition, ordinary wear and tear to the date of possession excepted

5. TITLE COMPANY AND ESCROW AGENT. _ Ohio Real Title____ is hereby designated as the "**Title Company**" and "**Escrow Agent**" in connection with this transaction with an address of 54 North S. State Street, Painesville, Ohio 44077, Phone: 440-352-0651. Immediately following the Effective Date (defined below), Seller shall: (a) direct the Title Company to examine title to the Property; and (b) open an escrow account at the Title Company.

6. TITLE COMMITMENT. Purchaser shall (i) order a title commitment (the "**Commitment**") from the Title Company immediately after the Effective Date (defined below) for the issuance of the Title Policy (defined below) in the amount of the Purchase Price and at its option, and at no cost and expense to Seller and (ii) a current survey to be certified to Purchaser and the Title Company (the "**Survey**"). Included with the Commitment shall be a copy of all exceptions listed on Schedule B-2 of the Commitment. The Title Company shall be instructed to deliver a copy of the Commitment to both Purchaser and Seller. After receipt of the Commitment and Survey, Purchaser will notify Seller of any items disclosed in the Commitment or Survey that are objectionable to Purchaser, and Seller shall have a period of twenty (20) days after notification from Purchaser to cure or remove such items or such period as may be reasonably required to cure, if greater than twenty (20) days is required. Upon expiration of such twenty (20) day period, the Title Company shall notify Seller and Purchaser as to whether it will issue a revised commitment without those exceptions to coverage to which Purchaser has objected. If the Title Company notifies Seller and Purchaser that it will issue a revised commitment, this transaction shall be consummated in accordance with the terms and provisions contained herein, provided that a subsequent examination of title on or prior to the Closing Date (defined below) discloses no further

encumbrances against title to the Property arising subsequent to the date of such revised commitment. If the Title Company notifies Seller and Purchaser that it will not issue such revised commitment, Purchaser may either terminate this Agreement and receive back all funds deposited hereunder or accept title to the Property in its reported condition. In the event of termination, the parties shall be fully released and discharged from any liability or obligation hereunder. The Seller is under no legal obligation to cure or remove any objections by the Purchaser and if the Seller does not cure or remove any such objections, then Purchaser will have to decide if it wants to waive any such objection or terminate this Agreement. Those are the only two options that the Purchaser has if the Seller will not remove or cure any objections to the Title Commitment.

Purchaser acknowledges that the Seller has filed, upon the splitting of the property, with the Lake County Recorder's Office a Declaration of Covenants, Conditions and Restrictions that were previously shared with the Purchaser and the Purchaser acknowledges that its right to object to any item included in the Title Commitment does not include the right to object to the Declaration of Covenants, Conditions and Restrictions.

7. FORM OF CONVEYANCE. At least two (2) business days prior to the Closing Date (defined below), Seller shall deliver to the Escrow Agent a Limited Warranty Deed conveying to Purchaser fee simple marketable title to the Property, free and clear of all liens, claims, and encumbrances except the following "**Permitted Exceptions**":

(a) Easements, covenants, conditions, restrictions, and limitations of record disclosed in the Commitment and approved by Purchaser;

(b) All legal highways;

(c) Zoning, building and other laws, ordinances and regulations; and

(d) Taxes and assessments, both general and special that are a lien, but are not yet due and payable.

(e) Property reversion clause to revert ownership, at no cost to the City and without reimbursement for any expenses incurred by either Party, back to the City of Painesville should the Purchaser not comply with the terms of the First Amendment to Development Agreement within one (1) year after the Purchaser having obtained construction financing for the Project but subject to Purchaser's right to request extensions from the City Planning Commission as set forth in the Unified Development Code Section 1111.08(g) as permitted, to commence construction on the Remaining Property pursuant to the First Amendment to Development Agreement if adverse conditions arise pertaining to economic, market, pandemic, supply chain, financing, and/or weather, force majeure or other acts of God, war, or terrorism that would reasonably cause delay in commencement of the construction on the Remaining Property. Until the Developer Improvements as described in the First Amendment to the Vic Place Development Agreement have been installed, the Property shall not be consolidated or otherwise joined to the real property of the Project and the City of Painesville shall not cite, fine, or otherwise consider Purchaser in default of any City Code or Ordinance requiring consolidation. Upon completion of the Developer Improvements, within ninety (90) days Purchaser shall consolidate the Property according to the City requirements of Unified Development Code Section 1111.04(c). No mortgage shall be placed

on the Property in excess of Ninety Percent (90%) of the Purchase Price until Vic Place LLC constructs the improvements on the Remaining Parcel. These requirements shall survive the Closing.

(f) The Property shall not be sold or assigned without the written consent of the Seller until the Property is consolidated per the terms of Section 7 (e) of this Agreement.

(g) The Property shall be subject to the terms of the Development Agreement, which terms and conditions of the Development Agreement are binding on the assigns and run with the land for the earlier of five (5) years or until the terms of the Development Agreement and any amendments thereto have been satisfied by Purchaser.

(h) A copy of the Development Agreement and any amendments thereto shall be filed with the Lake County Recorder's Office.

8. CLOSING/ESCROW INSTRUCTIONS. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of the Escrow Agent, insofar as the same are not inconsistent with any of the terms hereof.

(a) Unless the parties otherwise agree in writing, this transaction shall be closed and the deed filed for record contemporaneously with Purchaser's closing of financing for the Project, but not later than one (1) year from the Effective Date, unless otherwise agreed by the Parties. The time and date of such closing is referred to herein as the "**Closing Date**" or "**Closing**". However, the Closing Date may be extended based on Purchaser's right to exercise Extensions of the Feasibility Period.

(b) Seller shall deliver exclusive possession of the Property, free and clear of all occupants and tenancies to Purchaser on the Closing Date.

(c) At Closing, the parties agree to execute and/or deliver, or cause to be executed and delivered, all documentation as may reasonably be required by the Title Company to issue an ALTA Owner's policy in an amount not less than the Purchase Price, which policy shall insure Purchaser's marketable title in fee simple to the Property as of the filing of the deed for record, and shall not contain any exception other than the Permitted Exceptions except the aforementioned Declaration of Covenants, Conditions and Restrictions and those which may hereafter be approved by Purchaser in writing ("**Title Policy**").

(d) Unless otherwise provided herein, all documents necessary for closing shall be deposited in escrow at least two (2) business days prior to the Closing Date, and all funds shall be deposited in escrow on or prior to the Closing Date. On the Closing Date, the Escrow Agent shall complete this transaction by:

(i) paying the remaining balance of the Purchase Price in immediately available funds to Seller, adjusted as set forth on the Settlement Statement;

(ii) filing the Deed with the Lake County Recorder's Office (which shall be deemed delivery to Purchaser);

(iii) issuing the Title Policy and forwarding same to Purchaser;

(iv) charging the parties respectively for those costs and expenses to be paid by them pursuant to this Agreement; and

(v) preparing and forwarding to both parties one signed copy of the Escrow Agent's Settlement Statement showing all receipts and disbursements of the escrow.

In the event the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, it shall so notify Purchaser and Seller and retain all funds and documents in its possession pending receipt of further instructions jointly issued by Purchaser and Seller.

9. CLOSING COSTS AND TAX PRORATION.

(a) Seller covenants and agrees that it shall pay for the following costs: (i) cost of the Deed preparation; (ii) any and all transfer taxes; (iii) the costs of the initial title search and the Title Commitment, as required by this Purchase Agreement; and (iv) one half the cost of the Title Policy.

(b) Purchaser covenants and agrees that it shall pay for the following costs: (i) the costs of the Survey if any; (ii) the premium cost for a loan title policy requested by Purchaser's mortgage lender, if any; (iii) the fees, costs and expenses of the Escrow Agent, for its escrow services and; (iv) one half the cost of the Title Policy.

(c) Seller and Purchaser shall pay taxes and assessments for special assessments, on a prorated basis. The Escrow Agent shall prorate the taxes and special assessments as of the Closing Date, using the tax rate and property valuation contained in the latest available tax duplicate. The Escrow Agent shall treat the Closing Date (defined above) as last day of ownership by Seller. Such prorations shall be final, with no right to adjustments for any additions of general taxes or assessments, or other adjustments to the duplicate, whether retroactive or prospective.

10. CONDEMNATION. If prior to the Closing Date the Property or any part thereof shall be taken by condemnation or eminent domain, then, in such event, Purchaser may, at Purchaser's sole option, (i) elect to cancel this Agreement, in which event the entire Earnest Money and all payments on account of the Purchase Price shall be refunded to Purchaser and neither party shall have any further liability or obligation to the other hereunder, or (ii) elect not to cancel this Agreement, accept title to the Property subject to the taking or change of grade, and at the Closing Date Seller's right to the proceeds of the award of payment relating to the Property shall be assigned by Seller to Purchaser, and a sum equal to any moneys theretofore paid in connection with such taking or change in grade relating to the Property shall be paid over to Purchaser. If prior to the Closing Date, Seller receives any sums in connection with any such taking or change in grade, said sums shall be paid to Purchaser at Closing.

11. SELLER'S COVENANTS.

Seller shall, between the Effective Date through the Closing Date:

(a) Seller shall not take (or permit to take) any action that would materially adversely affect the value of the Property;

(b) maintain the Property in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, and pay, in the normal course of business, all sums due for work, materials or service furnished or otherwise incurred in the ownership of the Property prior to Closing;

(c) not make or permit to be made any alterations, improvements or additions on the Property without the prior written consent of Purchaser;

(d) not enter into any lease or license or letter of intent to lease or license any portion of the Property that is not terminable by Seller at or prior to Closing or that would bind the Property after Closing;

(e) notify Purchaser promptly of the occurrence of any of the following from and after this date:

(i) receipt of notice of newly filed eminent domain proceedings or condemnation of or affecting the Property or any portion thereof;

(ii) receipt of notice from any governmental or quasi-governmental agency or authority or insurance underwriter relating to the condition of the Property, or any portion thereof, to the real estate assessment or to laws applicable to the Property, or setting forth any requirements with respect to the Property;

(iii) notice of any actual or threatened litigation against Seller which affects or relates to the Property or any portion thereof or which may affect Seller's ability to perform its obligations under this Agreement;

(f) except for agreements which can be terminated on not more than thirty (30) days notice, not enter into any other agreements which shall bind Purchaser or the Property after Closing; and

(g) Intentionally deleted..

12. WARRANTIES AND REPRESENTATIONS. Seller warrants, represents, and covenants to Purchaser that, as of the Effective Date, and as of the date of delivery of possession of the Property:

(a) Seller believes that it holds good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, except such liens and encumbrances of record, including the Declaration of Covenants, Conditions and Restrictions and easement for access to 72 South Park Place.

(b) Seller has the full right, power and authority to sell, convey and assign the Property and to carry out Seller's obligations hereunder. All requisite actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken or will be taken prior to the Closing Date, including, a Resolution by the Painesville City Council authorizing the sale of the Property pursuant to the terms of this Agreement. The joinder of no person or entity will be necessary to convey the Property fully and completely to Purchaser on the Closing Date. These representations and warranties shall survive the Closing.

13. DEFAULT. In the event of default hereunder by Seller, Purchaser may: either (i) elect to terminate this Agreement, in which event Seller shall immediately release from escrow any funds or documents deposited by Purchaser, without interest, or (ii) Purchaser may pursue an action for specific performance but, Purchaser shall not have the right to pursue an action for damages and the Purchaser by signing this Agreement acknowledges this waiver of the right to pursue a claim for damages. If Purchaser prevails in an action for specific performance hereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs, and all other reasonable costs of such action, up to an amount not to exceed Ten Thousand Dollars ($10,000). In the event of a default by the Purchaser, the Seller shall be entitled to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy and the parties agree that the amount of damages that would be suffered by the Seller are hard to estimate and that the Earnest Monday Deposit is a fair remedy for both the Seller and Purchaser.

14. NOTICES AND CORRESPONDENCE. Notices required or permitted hereunder shall be deemed to be sufficiently given if made in writing and hand delivered, emailed (email listed below), or forwarded to the addressee, postage paid, by certified, registered, or regular United States mail to the appropriate address listed below:

If to Seller:	Douglas L. Lewis Painesville City Manager 7 Richmond Street Painesville, Ohio 44077
With a copy to:	Painesville City Law Director 7 Richmond Street Painesville, Ohio 444077
If to Purchaser:	Vic Place, LLC 9755 Plank Road Montville, Ohio 44064
With a copy to:	Sikora Law LLC 737 Bolivar Road, Suite 270 Cleveland, Ohio 44115

15. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto. The representations and warranties contained in this Agreement shall survive the filing of the deed for record. The Escrow Agent shall have no duty to verify or enforce such representations and warranties on behalf of either party.

16. COMPLETE AGREEMENT. This Agreement, together with the attached exhibits, contains all of the terms and conditions of the agreement between the parties, and any and all prior and contemporaneous oral and written agreements are merged herein.

17. BROKER. Seller and Buyer each represents and warrants to the other that no real estate commissions, selling commissions or finder's fees are due on the sale of the Property contemplated by this Agreement by virtue of any act of Seller or Buyer or any agent acting on their behalf. Each party hereto hereby agrees to indemnify the other from and against all loss, cost, damage or expense arising out of or resulting from the claim of any such broker or agent in connection with this transaction, which claim is based on an action or failure to act on the part of the indemnifying party.

18. GOVERNING LAW. This Agreement shall be governed by Ohio law.

19. COMPUTATION OF TIME. Wherever any period of time is specified in this Agreement for the taking of any action or the giving of any notice or notification, said period shall be computed by excluding the day upon which said period is specified to commence and including the last day of the period specified. In the event the last day of a specified period falls on a weekend or banking holiday the next business day shall be deemed to be the last day of the specified period. For purposes of this Agreement, the term "business day" shall be deemed any day of the week which is not a Saturday, Sunday or nationally recognized holiday.

20. COUNTERPARTS. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. Faxed, emailed, and/or otherwise electronically transmitted signatures shall be treated as originals.

21. EFFECTIVE DATE. This Agreement shall become effective on the date last signed below ("**Effective Date**").

[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day last written below.

SELLER:
CITY OF PAINESVILLE
an Ohio municipal government

By: Douglas L. Lewis
Its: City Manager
Date:_____

PURCHASER:
VIC PLACE LLC
an Ohio limited liability company

By:
Its: Manager
Date:_____

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

EASEMENT

EXHIBIT "C"

LEGAL DESCRIPTION REMAINING PARCEL

EXHIBIT B

_____, 2024

EMERGENCY ACCESS EASEMENT
FROM VIC PLACE LLC, AN OHIO LIMITED LIABILITY COMPANY
TO LIBERTY PAINESVILLE LLC
BEING PART OF P.P. NO. 15-C-001-0-00-026-0

KNOW ALL MEN BY THESE PRESENTS that Vic Place LLC, who claims title by instrument recorded in Document No. _____of the Lake County Records, hereinafter referred to as the "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged do/does grant and release to the Liberty Painesville LLC, an Ohio limited liability company, "Grantee" herein, its successors and assigns a non-exclusive, emergency access easement ("Emergency Access Easement") from East Washington Street to the rear of Grantee's property for the purpose of providing a non-exclusive easement and right-of-way on, over, across, and through Grantor's property with the free right of access to such property at any and all times and for the purpose of allowing egress and ingress to and from Grantee's property for emergency vehicle access, but not for daily use by the Grantee or its invitees and the right repair and maintain the Emergency Access Easement, and forever to have and to hold such easement rights for the purposes and under the conditions herein set forth within and across the following described real estate in the City of Painesville, Lake County, State of Ohio and described as follows:

SEE EXHIBIT A FOR THE LEGAL DESCRIPTION OF THE EASEMENT AREA

(A map of the Easement Area is attached as Exhibit B)

The above described easement area is a part of Lake County Auditor's Parcel No. 15-C-001-0-00-026-0

The Grantor hereby covenants and agrees that no structures shall be constructed, erected, or placed upon the surface of the Easement Area that would materially impair the normal operation

or use of the Easement Area for emergency vehicular purposes. No parking of vehicles within the Easement Area shall be permitted, although the Grantor retains the right to use the Easement Area as a driveway and drive aisle for vehicular and pedestrian access to its parking area and its building.

The Grantor hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the Easement Area, which would interfere with the use of said Easement Area, for the purposes stated herein.

It is expressly understood and agreed, by and between the parties hereto, that the Grantor shall repair and maintain the driveway and other improvements in the Easement Area; provided, however, that Grantee shall be responsible for paying any expenses associated with restoring the Easement Area to its prior condition as a result of damage from the use described herein.

The Grantor(s) further covenant with the Grantee, its successors and assigns that they are well seized of said premises as an estate in fee simple and that it is free from all encumbrances and they will warrant and defend their title to said premises against all claims.

In Testimony Whereof said **In Testimony Whereof** said Vic Place LLC by and through _____, its _____ sets their hand to this Easement, this _____ day of _____, A.D. 2024.

GRANTOR:
Vic Place LLC

_____
By: _____
Its: _____

In Testimony Whereof said **In Testimony Whereof** said Liberty Painesville LLC by and through _____, its _____ sets their hand to this Easement, this _____ day of _____, A.D. 2024.

GRANTEE:
Liberty Painesville LLC

_____
By: _____
Its: _____

STATE OF OHIO)
) ss
COUNTY OF _____)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared the above named Vic Place LLC by and through _____, its _____, the Grantor who acknowledged that they/he/she did sign the foregoing instrument and that the same is their/his/her free act and deed and the free act and deed of Vic Place LLC.

In Testimony Whereof, I have hereunto set my hand and official seal, at _____ this _____ day of _____, A.D. 2024.

_____
NOTARY PUBLIC

STATE OF OHIO)
) ss
COUNTY OF _____)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared the above named Liberty Painesville LLC by and through _____, its _____, the Grantor who acknowledged that they/he/she did sign the foregoing instrument and that the same is their/his/her free act and deed and the free act and deed of Liberty Painesville LLC.

In Testimony Whereof, I have hereunto set my hand and official seal, at _____ this _____ day of _____, A.D. 2024.

_____
NOTARY PUBLIC

(SEAL)

This Instrument prepared by:
Michael J. David, Esq.

EXHIBIT C

SOUTH PARK PLACE

EAST WASHINGTON STREET

SOUTH SAINT CLAIR STREET

EXISTING BUILDING

EXISTING PARKING

PROPOSED RAMP SEE ARCH PLANS

SEE ARCH PLANS FOR ENTRANCE DETAILS

BIKE RACKS

SIDEWALK

PROPOSED WALL, SEE GRADING PLAN AND STRUCTURAL PLANS FOR DETAILS.

GATE

BOLLARD (5) @8FT o.c.

CONCRETE APPROACH

ASPHALT PAVEMENT

9 SPACES

Start new curb

Ex Wall

INDIVIDUAL UNIT PATIOS, SEE ARCH

BOLLARD (3) @7.5FT o.c.

Curb

4 SPACES

CONCRETE PAVEMENT

2 SPACES

12 SPACES

SEE ELECTRICAL PLANS FOR EV CHARGER

EXISTING RETAINING WALL TO REMAIN

EXISTING MODIFIED

13 SPACES

9 SPACES

7 SPACES

EXISTING

PROPOSED

PROPOSED FLUSH CURB ISLAND

ADA COMPLIANT CURB RAMP (TYP.)

27 SPACES

14 SPACES

4 SPACES

RELOCATED ELECTRICAL PAD

PROPOSED SIDEWALK

ASPHALT PAVEMENT

CONCRETE APPROACH

PROPOSED CURB RAMP

LEGEND

- RW — RIGHT OF WAY
- LIMITS OF DISTURBANCE
- EXISTING LIGHT POLE
- EXISTING SIGN
- UTILITY POLE
- FH — FIRE HYDRANT
- WV — WATER VALVE
- WTR — WATER LINE
- STM — STORM SEWER LINE
- CB — CATCH BASIN
- YD — YARD DRAIN
- BOLLARD/ADA BOLLARD SIGN, SEE DETAIL SHEET C6.0
- PARKING BLOCK
- PROPOSED CURB, SEE DETAIL SHEET C6.0
- PROPOSED SIDEWALK
- PROPOSED ASPHALT
- PROPOSED CONCRETE

1. VAN ACCESSIBLE PARKING SPACE
2. EV ACCESSIBLE PARKING SPACE
3. STANDARD EV PARKING SPACE
4. MOTORCYCLE PARKING SPACES
5. ADA COMPLIANT CURB RAMP
6. EV READY PARKING SPACES

NOTES:
1. SEE GRADING PLANS FOR AREA OF FLUSH CURB AND TRANSITION CURB
2. SEE DETAILS SHEET C6.0 FOR SPECIFIC AREAS NOTING CURB DETAIL.
3. REFERENCE LANDSCAPE PLANS FOR PLANTING AREAS AND DETAILS.
4. REFERENCE ARCHITECTURAL AND LANDSCAPE PLANS FOR FRONT ENTRANCE RENOVATION LAYOUT AND DETAILS.
5. SEE DETAILS SHEET C6.1 FOR CITY OF PAINESVILLE STANDARD CONCRETE APRON DETAILS AND NOTES

SCALE: 1" = 20'

TRIUMPH
triumphservices.com
Cleveland | Marietta | Zanesville
1672 Linden Avenue
Zanesville, OH 43701
740-452-7434

STATE OF OHIO — KEVIN GRADERT — E-85202 — REGISTERED PROFESSIONAL ENGINEER

LDA Architects
5000 Euclid Ave
Cleveland, OH 44103

Victoria Place

1 Victoria Place
Painesville, OH 44077

Site Plan

Issue/Revision:

1	04/26/24	ISSUE_FOR_PERMIT
0	02/21/24	ISSUE_FOR_PERMIT

Project Number: 90680323
Design by: KSG
Drawn by: AD
Checked by: KSG

C3.0

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN SUBRECIPIENT AGREEMENT WITH GRAND RIVERWALK, LLC ("DEVELOPER') TO PROVIDE THE FUNDING AVAILABLE THROUGH THE BROWNFIELD REMEDIATION GRANT AGREEMENT ODSA-2022-190298 FOR SITE REVITALIZATION AT 257 EAST MAIN STREET, PAINESVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, in 2022**, t**he City of Painesville applied for and was awarded funding through the Brownfield Remediation Grant Program from the ODOD; and

WHEREAS, the City of Painesville performed remediation activities at 257 East Main Street to support the development of the Grand River Walk, LLC mixed-use project. Those remediation activities have included environmental site assessments and a Covenant Not to Sue from the Ohio EPA; and

WHEREAS, any funds not used by the City of Painesville could be provided to the Developer to prepare the site for development; and

WHEREAS, the City of Painesville contacted ODOD to determine if the activities being proposed by the Developer were eligible for funding and requesting a standard agreement that could be used between the two parties; and

WHEREAS, the ODOD provided a draft Subrecipient Agreement that outlines the requirements of each party and eligible uses of the program funds; and

WHEREAS, the Developer has significant expenses and needs the remaining funding to prepare the site for development and the City of Painesville agreed in the Development Agreement with Grand Riverwalk to utilize all the grant funds for the purpose of facilitating development at this site.

NOW, THEREFORE, BE IT IS RESOLVED BY THE COUNCIL OF PAINESVILLE, OHIO, LAKE COUNTY, STATE OF OHIO:

SECTION I. The City Council hereby authorizes and directs the City Manager to enter into the Subrecipient Agreement with Grand River Walk, LLC for site improvements located at 257 East Main Street.

SECTION II: Grand River Walk, LLC agrees to abide by all the terms of the Subrecipient Agreement which are Attached hereto as Exhibit A.

SECTION III. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to utilize the funds prior to the funding deadline and provide funding for site improvements in order to facilitate development; and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PAINESVILLEAND
GRAND RIVER WALK, LLC

THIS AGREEMENT is made effective as of _____ by and between the City of Painesville ("Lead Entity" and Grand Riverwalk LLC, ("Subrecipient") to undertake demolition projects ("Projects") as defined herein pursuant to the **BROWNFIELD REMEDIATION GRANT AGREEMENT ODSA-2022-190298 Program** ("Program") as approved by the Ohio Department of Development ("ODOD").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the ODOD; and

WHEREAS, Lead Entity has retained Sikora Law, LLC ("Consultant") to provide general grant administration services for the purposes of this project activity; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF WORK.

A. Activities. Sub recipient has identified eligible Projects within their jurisdiction that are consistent with the provided Program Guidelines, Lead Entity Application, and Agreement between ODOD and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office. Descriptions of eligible and ineligible costs are included in **Exhibit A.**

B. Project. Program finds may be used for the sole and express purpose of undertaking and completing Projects as described and at the locations outlined in the Scope of Work attached hereto as **Exhibit A.**

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for cooperating with Inspection Engineer ("Consultant") retained by the Lead Entity to provide general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the ODOD. The fees for the Consultant will be paid from grant funding.

B. Levels of Accomplishment - Goals and Performance Measures. Pursuant to the Program Guidelines, Consultant in partnership with the Subrecipient shall be responsible for ensuring Project progress and reporting such measures as units demolished and waste removal efforts undertaken as specified in the Scope of Work. Subrecipient will work with Consultant to provide timely updates on performance and any expected changes or updates resulting from local conditions to the Lead Entity as requested.

C. Performance Monitoring. Lead Entity will work with the Consultant to monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity and Consultant any requested reporting information as required by the ODOD for reimbursement and in the administration and **review** of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of

default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on _____ and end on or before _____ ("Project Period"). All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds. An extension will be given if approved by ODOD in advance of the deadline to complete the project.

IV. PAYMENT

Lead Entity shall obligate Program Funds for the sole and express purpose of undertaking the Projects described herein within the Sub recipient jurisdiction. Invoices may be submitted monthly if project activities extend for more than one (1) month. A ten percent (10%) retainage may be held by the Lead Entity until final approval is provided by the Subrecipient and Lead Entity. Upon successful completion of all Project activities, a final inspection shall be completed with the Lead Entity and Subrecipient.

It is expressly agreed and understood that the total amount to be paid by the Lead Entity for activities taking place within the Subrecipient jurisdiction under this Agreement shall not exceed the maximum amount of the ODOD grant.

Payment of Program Funds to vendors on behalf of the Sub recipient by the Lead Entity shall be made upon the timely submission of invoices from vendors. Consultant and Painesville Engineer's Office and Finance Department will manage the reimbursement process on behalf of the Lead Entity.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate. Any income resulting from the performance of activities under this Agreement shall remain with Lead Entity.

Any costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought should be submitted to the Lead Entity for review and payment consideration.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT: Grand Riverwalk LLC

Name: Michael Vidmar

Title: Authorized Agent

Telephone: 440-344-6500

E-mail: mvidmar@marous-dg.com

LEAD ENTITY: City of Painesville

Name: Douglas L. Lewis

Title: City Manager City of Painesville

Telephone: 440-392- 5903

E-mail: dlewis@painesville.com

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity and Consultant any information needed to complete reporting as required by ODOD. Consultant will complete all reporting related to activities required as part of this agreement. Per program guidelines the Lead Entity is required by ODOD to provide quarterly progress reports.

B. Records. Contractor shall maintain all records for activities taking place pursuant to this agreement. Subrecipient shall upon request provide any additional information that may be required to complete reporting as outlined by ODOD. At the conclusion of the project, Consultant will transfer all records pertaining to these activities to the Lead Entity.

C. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, any records with respect to matters covered by this Agreement. Subrecipient shall permit Lead Entity to audit, examine, and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations:
(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement while Program Funds are being expended. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(2) Ethics. Subrecipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest policies and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Subrecipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant funding of activities made pursuant to this Agreement.

(3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(4) Non-Discrimination. Pursuant to O.R.C. 125.111 and the ODOD's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee

hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

(5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

(6) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in O.R.C. 3517.13.

(7) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under O.R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. Subcontracts. Subrecipient shall not subcontract with any entities for the performance of activities related to items pursuant to this contract.

C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

E. Indemnification. Unless otherwise exempted by law, Subrecipient shall indemnify and hold harmless the Lead Agency, the State of Ohio and the Ohio Department of Development, including its agents, officers. and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Subrecipient's performance of a contract.

F. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is Substitute House Bill 110 the state budget bill for Fiscal Years2021 and 2022, and O.R.C. 122.6512. Lead Entity shall have no obligation to advance or pay for activities taking place within the Subrecipient jurisdiction with any funds other than the funds Lead Entity receives from ODOD for the stated purpose of this project.

G. Termination Procedure

(1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:

(a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

(b) Failure of Subrecipient to provide any information required to produce complete and accurate reports.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(d) Use of program funds on any other properties in the Subrecipient jurisdiction without the express written consent of Lead Entity and modification of the original grant agreement with ODOD.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, activities satisfactorily complete within Subrecipient jurisdictions shall be paid prior to the effective date of termination.

(3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: Grand Riverwalk LLC

Address:
38119 Stevens Blvd.
Willoughby, OH 44094

Name: Michael Vidmar
Title: Authorized Agent

Date: 5/9/2024

LEAD ENTITY: City of Painesville

Address:
7 Richmond Street
Painesville, Ohio 44077

Name: Douglas L. Lewis
Title: City Manager

Date:

ATTACHMENT A

Scope of Work

Scope of Work. Each Project location listed below includes activities including, but not limited toutility installation, and **general site restoration.**

Locations within the Subrecipient jurisdiction where activities will take place:

Property 1 – 257 Main Street, Painesville, Ohio 44077

Budget

Item	Grant Funds	Match Funds	Project Item Total
General Administrative Costs	$ 28,460	$ $7,115	$ 35,575
Pre-Demolition Costs	$	$	$
Demolition Costs	$ 77,775	$ 25,925	$ 103,700
Required Post-Demolition Costs (Site Preparation)	$ 306,765	$ 76,690	$ 383,455
Optional Post-Demolition Costs	$	$	$
Project Totals	**$ 413,000**	**$ 109,730**	**$ 522,730**

A full description of eligible activities including administrative costs, post-demolition costs, and ineligible costs is provided below:

General Administrative Costs
(Not to exceed 10% of total grant)

•General management and oversight of program
•Technical support services
•Contractor pre-qualification
•Spec-writing and bid preparation
•Evaluation and monitoring
•Invoice processing/payment
•Preparation *of* program disbursement requests
•Report preparation
•local historic review/assessments (OHPO clearance is not required}
•State audit(s)
•Other expenses approved on a case-by-case basis by Development

Eligible Post-Demolition Costs
(Required for each project)

•Site restoration (grading and seeding)
• Utility installation including storm water improvements, water and sanitary sewer improvements
•Public sidewalk, curb or catch basin repair or, if required by local municipality, installation

Eligible Post-demolition Costs
(Optional for each project and capped at $5,000 per project)

•Greening and improvements (Trees, shrubs, flowers, and other landscaping)
•Architectural elements (fencing, signage, benches, and other hardscaping)

Ineligible Costs

•Marketing of project site(s)
•litigation expenses for legal unrelated to tax foreclosure
•Property taxes
•Property insurance premiums
•Payment of delinquent utility costs
•Post-demo property maintenance including mowing
•Costs incurred prior to the grant period (with the exception of match).

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH CUYAHOGA COUNTY AND THE CITY OF CLEVELAND ("PARTIES") TO SUBMIT AN APPLICATION AND ACCEPT GRANT FUNDING THROUGH THE CLIMATE POLLUTION REDUCTION GRANT (CPRG) PROGRAM TO DEVELOP AND IMPLEMENT PLANS TO REDUCE GHG EMISSIONS AS DEFINED IN THE GRANT APPLICATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Parties have formed the Municipal Empowerment for Clean Energy and Conservation Coalition ("Coalition") and are working collaboratively to reduce greenhouse gas ("GHG") emissions in the Cleveland-Elyria metropolitan statistical area ("MSA") by sharing knowledge regarding the operation of municipal utilities; and

WHEREAS, clean electricity is a primary GHG reduction measure listed in the Cleveland-Elyria MSA region's Priority Climate Action Plan (PCAP) that will yield significant cumulative GHG emissions reductions by 2030 and beyond; and

WHEREAS, nature-based solutions are also listed as a primary GHG reduction measure in the Cleveland-Elyria MSA region's PCAP, with an emphasis on increasing tree cover, access to connected greenspace, and protecting and restoring the region's water systems; and

WHEREAS, each Party has its own municipal electric utility committed to the expansion of renewable energy throughout the Cleveland-Elyria MSA and together are uniquely positioned to implement utility-scale, replicable solar projects; and

WHEREAS, the United State Environmental Protection Agency ("EPA") has made available $10 Billion in Climate Pollution Reduction Grants ("CPRG") to local governments to develop and implement plans to reduce GHG emissions; and

WHEREAS, the Parties are entering into this MOA to collaborate on an application for an EPA CPRG Implementation Grant in the total amount of $129,296,997 to implement the GHG emissions reductions projects ("Projects") more fully described in the Coalition Budget Narrative attached hereto as Exhibit A ("Budget Narrative") within the Cleveland-Elyria MSA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO THAT:

SECTION I. The City Council authorizes the City Manager to enter into a Memorandum of Agreement with Cuyahoga County and the City of Cleveland to submit an application and accept grant funding through the Climate Pollution Reduction Grant Program to develop and implement plans to reduce GHG emissions.

SECTION II. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to approve the Resolution before the July 15, 2024, deadline, and; therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE DATE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

Budget Narrative: Municipal Empowerment for Clean Energy and Conservation

Total Budget Request: $129,396,997

Cuyahoga County is requesting a total of **$129,296,997** in CPRG Implementation Grant funding for the Municipal Empowerment for Clean Energy and Conservation (MECEC) project. Cuyahoga County is the Lead Applicant in coalition with the City of Cleveland and the City of Painesville who will be receiving subawards from Cuyahoga County to implement GHG reduction measures in line with the PCAP submitted by the Northeast Ohio Areawide Coordinating Agency (NOACA). Both the City of Cleveland and the City of Painesville have provided signed Letters of Intent to sign an official MOA due July 1, 2024 to EPA. The breakdown of the budget costs and explanations are below.

Budget Detail:

GHG Measure 1: Clean Electricity

Personnel:

- ***Narrative note 1:***
    - Cuyahoga County staff member Mike Foley will devote 35% of his time to this project.
    - Cuyahoga County staff member Valerie Katz will devote 35% of her time to this project.
    - Cuyahoga County (new) staff will devote 100% of their time to this project; this position will assist with managing the coalition partners as well as assist with reporting requirements and other necessary documentation for this grant.
    - Cuyahoga County will have a number of contractual relationships it will have to develop for the successful implementation of the project. $75,000 a year for five years will be allocated to our Cuyahoga County Law Department to assist with staff expenses for this work.
    - Cuyahoga County will have a number of procurement events it will have to develop for the successful implementation of the project. $25,000 a year for five years will be allocated to Cuyahoga County Office of Procurement to assist with staff expenses for this work.
    - Cuyahoga County will require the services of a half time, in-house electrical engineer to assist with overall engineering and design work for all six projects. The Office of Public Works will hire a full time Electrical Engineer with half of that person's time being allocated to this project.

Personnel	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Cuyahoga County Staff position 1, FTE, 35% of time	*$39,838*	*$ 40,635*	*$ 41,448*	*$ 42,277*	*$ 43,123*	*$207,321*
Cuyahoga County Staff position 2, FTE, 35% of time	*$31,632*	*$ 32,265*	*$ 32,910*	*$ 33,568*	*$ 34,239*	*$164,614*
Cuyahoga County Staff position 3 (new), FTE, 100% of time	*$90,000*	*$ 91,800*	*$ 93,636*	*$ 95,509*	*$ 97,419*	*$468,364*
Cuyahoga County internal law department staff support	*$75,000*	*$76,500*	*$78,030*	*$79,590*	*$81,182*	*$390,302*

Cuyahoga County procurement staff assistance	*$25,000*	*$25,500*	*$26,010*	*$26,530*	*$27,060*	*$130,100*
Cuyahoga County Electrical Engineer staff position (new), FTE, 50% of time	*$60,000*	*$ 61,200*	*$ 62,424*	*$ 63,672*	*$ 64,945*	*$312,241*
TOTAL PERSONNEL	*$321,470*	*$327,900*	*$334,458*	*$341,146*	*$347,968*	*$1,672,942*

Fringe:

- ***Narrative note 1A*:** Cuyahoga County provides a benefits package for each employee that is equal to 22.5% of the employee's annual salary and includes a 2% annual salary increase for each county employee.

Fringe Benefits (narrative note 1A)	Year 1	Year 2	Year 3	Year 4	Year 5	**Total**
Flat fringe rate equal to 22.5% of the employee's annual salary	*$72,331*	*$73,778*	*$75,253*	*$76,758*	*$78,293*	*$376,412*

Contractual:

- ***Narrative note 2:*** 13MW solar installation for the construction of 3 distinct solar projects occurring in Cuyahoga County. These sites include Construction costs are anticipated to begin in Year 1 with projects coming online in Year 3. Project costs are higher in years 1-3 to account for construction. Project sites include: Harvard Rd. South Section , Garfield Heights, and Brooklyn.

CUYAHOGA COUNTY	**Cost**	**MW**
Brooklyn Landfill	6,300,000	5.3
Harvard Rd (South Section)	5,530,000	4.9
Garfield Heights	2,800,000	2.8
interconnection	450,000	
contingency	2,645,250	
Solar Total	**17,725,250**	
MW total		**13**

- ***Narrative note 3:*** Engineering consultant costs for the 5 year project timeline, anticipated higher cost in the first 3 years of construction due to the need for engineering study and analysis.
- ***Narrative note 4:*** Legal consultant will be used for assistance surrounding interconnection policy with PJM, and other grid related questions. This line item is based on past experience from the Lead Applicant on a previous landfill solar development project that came online in 2015 and through current microgrid development work CGE is engaged in.
- ***Narrative note 5:*** Community Engagement Consultant for coordination and management of the Community Advisory Board meetings, (4x per year over the course of the 5 years project period), outreach engagement for all project sites, and overall ongoing community engagement needs for the course of the project period. A contracted consultant for community engagement is needed to help coordinate the individual needs across all project components, as well as to interface with the lead applicant for any community engagement deliverables needed for grant reporting purposes. Sites are located across a two-county region; a consultant would enable more

accountability between the community and the project as this consultant will interface regularly with county staff to ensure program milestones are being met and comply with community engagement reporting requirements.

Contractual	Year 1	Year 2	Year 3	Year 4	Year 5	
13MW solar installation for 3 sites within Cuyahoga County (Narrative note 2)	*$5,465,285*	*$4,135,892*	*$4,135,891*	*$2,658,788*	*$1,329,394*	*$17,725,250*
Engineering Consultant Costs (Narrative note 3)	*$300,000*	*$200,000*	*$200,000*	*$200,000*	*$100,000*	*$1,000,000*
Outside legal consultant (Narrative note 4)	*$300,000*	*$200,000*	*$200,000*	*$200,000*	*$100,000*	*$1,000,000*
Community Engagement Consultant (Narrative note 5)	*$90,000*	$90,000	$70,000	$50,000	$50,000	*$350,000*
TOTAL CONTRACTUAL	*$6,155,285*	*$4,625,892*	*$4,605,891*	*$3,108,788*	*$1,579,394*	*$20,075,250*

Other:

- ***Narrative note 6:*** Subaward to the City of Painesville, funds will be used for the following: A 35MW solar system with a 10MW battery, inclusive of distribution line costs and site control needs, personnel costs for program administration and implementation within the city of Painesville, inclusive of retraining of Painesville Municipal Electric Division staff. Inclusive of the subaward to the City of Painesville is $16.5 million for site control needs for the 35MW solar installation, Figure 1 on page 8 of this document has a detailed breakout for the solar needs. Anticipated needs for site control, engineering analysis, and legal support yield a higher budget for years 1-3.

OTHER	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Subaward to the City of Painesville for a 35MW solar system with a 10MW battery	*$24,871,862*	*$18,821,950*	*$18,821,950*	*$12,099,825*	*$6,049,913*	*$80,665,500*

  - As mentioned above, Painesville intends to increase staff capacity within Painesville Municipal Electric to help administer this project, as well as retrain the current coal plant staff within Painesville Municipal Electric. A further break down of capacity costs that are included in the total subaward amount are below:

Legal costs (external)	$750,000.00
Staff training & retraining:	$250,000.00
Project Manager (1 FTE, 100%):	$375,000.00
Additional Plant Staff (1 FTE, 100%):	$300,000.00
Engineering Consultant	$500,000.00
	TOTAL $2,175,000

- The Painesville solar and storage project will be run as its own project and will be managed by Painesville Municipal Electric. Given the similar nature of the projects, they will each follow a similar timeline with similar milestones. These milestones are shown below and are reflected in higher costs for Project years 1-3 of their subaward.

Milestone	Completion Period
Preliminary engineering and site plan development	Q1 2025
Interconnection study	Q3 2025
Permitting and environmental studies	Q3 2025
Procure and contract EPC	Q1 2026
Procure long lead time materials	Q2 2026
Construction	Q4 2026
Utility Connection	Q1 2027
Energize System and Commissioning	Q1 2027

- ***Narrative note 7:*** **Subaward to the City of Cleveland,** funds will be used for the following: The City of Cleveland will be developing 15.1MW of solar across three locations (Kolthoff Rd., W11th, Harvard Rd. North), over the phase of the project period, with higher project costs in the first 3 years of the project period. Total breakdown of cost per site is below:

Cleveland: Clean Electricity	**Cost**	**MW**
Kolthoff	8,400,000	7
W.11	3,197,250	3.2
Harvard rd north	5,530,000	4.9
interconnection	450,000	
contingency	2,645,250	
Total for CLE Solar	**20,222,500**	
MW Total		**15.1**

  - Included in the line item cost for the W.11 solar system installation is funding for a public art installation totaling $47,250 (1.5% of the cost of the solar system). The W.11th site is located in the middle of a residential area on brownfield land; the community development corporation in this neighborhood (Old Brooklyn) wishes to activate the space surrounding the solar arrays for community benefit.

OTHER	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Subaward to the City of Cleveland inclusive of City of Cleveland personnel costs, including fringe, for program administration and implementation	*$6,569,317*	*$4,971,375*	*$4,971,375*	*$3,195,884*	*$1,597,942*	*$21,305,893*

- Staff time: One new full-time staff position will be created and two new part-time positions to help implement and administer the grant deliverables. The full-time position will be housed within Cleveland Public Power; the two part-time positions will be divided between the Cleveland Hopkins Airport and The Mayor's Office of Sustainability. All three positions will support on-going project coordination and implementation including project build outs, grid interconnections, airport power integration, organizing the pollinator landscaping, pocket park work at W.11th and community engagement assistance with the three projects.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Staff FTE, 50%	*37,500*	*38,640*	*39,799*	*40,993*	*42,222*	*199,154*
Staff FTE, 50%	*37,500*	*38,640*	*39,799*	*40,993*	*42,222*	*199,154*
Staff FTE, 100%	*75,000*	*77,280*	*79,598*	*81,985*	*84,444*	*398,307*
Fringe 36%, 3% escalator	*54,000*	*55,641*	*57,310*	*59,029*	*60,799*	*286,779*
				total personnel costs		***1,083,393***

- ***Narrative note 8:*** Manufacturing Works (MW) will be a subrecipient of funds to carry out workforce ecosystem capacity building and coordination (e.g., apprenticeship programs, renewable energy training, partnerships, employer engagement, student recruitment, marketing). MW will work with coalition members to develop renewable energy related pre-apprenticeship programs and will conduct grassroots outreach to increase awareness about available job and pre-apprenticeship positions. In anticipation of the installation schedule funds for MW are higher in the first year of the project in anticipation for increased staff time.

Subaward for workforce ecosystem capacity building and coordination	*$500,000*	*$400,000*	*$400,000*	*$400,000*	*$300,000*	*$2,000,000*

Indirect Costs:

- There was a 10% contingency cost factored into the overall cost of the solar installation price for Cuyahoga County, the City of Cleveland, and the City of Painesville; therefore an additional 10% indirect cost is not needed.

GHG Measure 2: Nature-Based Solutions

Personnel, Fringe Benefits, Travel, Equipment, Supplies

- ***Narrative Note 9***: There are no funds required that fall under these categories due to this PCAP measure being implemented via subaward or contract agreements for all sites.

Contractual:

- ***Narrative Note 10***: Cuyahoga County will contract the implementation of nature based solutions surrounding the solar array and adjacent property at each location (Brooklyn Landfill, Harvard Rd. South, Garfield Heights). A seed mix including native pollinator species and meadow species

that are suitable for planting on capped landfills and near solar panels planting will be planted @ $2,000/acre ($500 for seed, $1500 for install including site preparation and invasive species management); 19 acres in total will be planted.

Contractual *(Narrative Note 10)*	Year 1	Year 2	Year 3	Year 4	Year 5	**Total**
Conservation measures for implementation of nature based solutions ; to be contracted			*$19,000*	*$19,000*		*$38,000*
TOTAL CONTRACTUAL	*$0*	*$0*	*$19,000*	*$19,000*	*$0*	*$38,000*

Other:

- ***Narrative Note 11:*** Subaward to coalition member, the City of Painesville, for conservation measures and implementation of nature based solutions surrounding the Painesville Municipal Electric solar array and adjacent property that consists of:
    - Subaward to local conservation nonprofit, **West Creek Conservancy to carry out the following nature-based solutions, totaling $3,025,000**
        - Native pollinator habitat: An initial planting of 140 acres will occur in 2025; a secondary planting of 100 acres will occur in 2026, and the final 160 acres will be planted by 2028. Native pollinator planting @ $2,000/acre ($500 for seed, $1500 for install including site preparation and invasive species management); 400 acres total. **$800,000 total cost**
        - Reforestation: Approximately 4,000 1” caliper trees will be planted, with species including sycamore, cottonwood, red maple, silver maple, sugar maple, northern red oak, white oak, American basswood, black willow, sandbar willow, and dogwood. Trees @ $400/tree (including the tree itself, supplies and installation, and maintenance during the establishment period). Trees are scheduled to be planted years 2-4. **$1,600,000 total cost**
        - Increased staff capacity: 1 FTE, 100% of time over the duration of the project period. This staff person will be incorporated into West Creek’s operating budget beyond the 5 year grant period. As a conservation nonprofit, working at the intersection of renewable energy and conservation is a new endeavor for this organization; the organization requires a specific staff position to provide increased capacity related to perpetual management of the land assets (including maintenance and monitoring of a significant brownfield) associated with this project. This staff person will support the City of Painesville in development of the solar infrastructure, and will interface with the Lead Applicant to ensure timeline and milestones are being met and to support any reporting requirements for nature based solutions implemented by West Creek Conservancy. **$625,000 total cost**

OTHER	Year 1	Year 2	Year 3	Year 4	Year 5	**Total**
Subaward to coalition member, the City of Painesville, for conservation measures for implementation of nature based solutions	*$725,000*	*$645,000*	*$445,000*	*$765,000*	*$445,000*	*$3,025,000*

- ***Narrative Note 12:*** Subaward coalition member, the City of Cleveland, for native pollinator planting surrounding the solar arrays at W.11th, Kolthoff Rd, and Harvard Road (North), as well as the development of a small 1.5 acre park on location at W.11th - **totaling $238,000**
    - Native pollinator planting for 19 acres across the solar sites that the City of Cleveland will be leading. The native pollinator planting will occur after construction of the solar arrays have been completed at each site location. Native pollinator planting @ $2,000/acre ($500 for seed, $1500 for install including site preparation and invasive species management); 19 acres total.
    - In collaboration with the Old Brooklyn Community Development Corporation, the City of Cleveland will assist in the development of a 1.5 acre “parklet” to utilize the space surrounding the solar array located at W. 11th. This parklet will be accessible to the community, and include lights, clover cover, benches, a kiosk for educational purposes (non-digital), and a wood chip path. Trees already exist on this site and will be preserved to the extent possible; the City of Cleveland will use the Tree Preservation Ordinance to replace any trees lost with 2" caliper trees. Cost is inclusive of a 5 year project timeline for this parklet creation (planning & design, construction, landscaping, and maintenance and operation):

OTHER	Year 1	Year 2	Year 3	Year 4	Year 5	**Total**
Subaward to coalition member, the City of Cleveland for implementation of nature based solutions	*$50,000*	*$50,000*	*$40,000*	*$49,000*	*$49,000*	*$238,000*

Indirect Costs:

- There are no indirect costs budgeted into this line item.

Expenditure of Awarded Funds

Cuyahoga County has a strong track record for grant management and will convene both coalition members in the weeks following April 1, 2024 grant submission to continue discussions around the specifics of the MOA that will be signed by all coalition members and submitted to the EPA by July 1, 2024.

Anticipated increased staff capacity across the three coalition members will also enable collaborative processes that ensure there is coordination amongst the entities to expend funds in a timely manner through quarterly check-ins with one another. Regular check-ins will include discussion of mandated progress reports and will include discussions around summarizing technical progress, accomplishments, and milestones achieved including a description of outputs and outcomes, planned activities for the next six months, a summary of expenditures to date, and any anticipated challenges. The Community

Engagement Consultant will help this coalition meet all requirements regarding the community engagement plan. This coalition has a vested interest to continue working together beyond the grant period as it relates to municipal energy deployment and innovative approaches to addressing energy burden and energy diversification.

Cuyahoga County as the lead applicant of this coalition will subaward to two entities; The City of Cleveland and The City of Painesville. The explanation above separates out the costs per GHG measure, Clean Electricity and Nature Based Solutions. The City of Painesville and the City of Cleveland are represented within both GHG measure sections but will each be receiving one subaward from Cuyahoga County that will be inclusive of both PCAP measures. The City of Painesville will be working with a local nonprofit, West Creek Conservancy, to carry out PCAP measures associated with nature based solutions.

Reasonableness of Costs:

a. Clean Electricity

Assumptions for solar and storage costs are below:

- $2/watt solar costs
- $350/kWh battery costs for a 35 MWh system (10 MW, 3 hour duration)

The Coalition plans to apply for the 10% low income tax credit adder for each eligible project. Additionally, the Coalition plans on meeting domestic content requirements to make each project eligible for that 10% tax credit adder. Every project in our application will take full advantage of the Section 48 Investment Tax Credit (ITC). At minimum, each project will receive the 30% base ITC as well as the 10% qualified energy community adder, as each project will be placed on a brownfield site or on a census tract bordering a coal plant closure. Further, several of the proposed projects in Cuyahoga County are in low income census tracts, and those projects under 5 MW will request the 10% low-income tax credit adder from the IRS. This means that these projects will at minimum leverage a 40% ITC towards project costs, but a possible 50% or 60%, extending CPRG dollars as far as possible. Utilizing ITC makes this project much more financially viable than without, the table below showcases the cost savings and viability of this project since the Coalition intends to leverage the ITC:

Landfill solar	Capital Costs	ITC Level	Total Cost	System Size (MW)
Kolthoff Landfill	$14,000,000	40%	$8,400,000	7
Brooklyn Landfill	$10,500,000	40%	$6,300,000	5.3
Harvard Rd (North Section)	$12,600,000	40%	$7,560,000	6.3
Harvard Rd (South Section)	$7,000,000	50%	$3,500,000	3.5
Garfield Heights	$5,600,000	50%	$2,800,000	2.8
West 11th	$6,300,000	50%	$3,150,000	3.2
Interconnection	$1,500,000	40%	$900,000	
Total Landfill	**$57,500,000**		**$32,610,000**	

Painesville	Capital Costs	ITC Level	Total Cost
Solar Cost	$70,000,000	40%	$42,000,000
Battery Cost	$10,500,000	40%	$6,300,000
Distribution Line	$14,000,000	40%	$8,400,000
Site Control	$16,500,000		$16,500,000
Total Painesville	**$111,000,000**		**$73,200,000**

	Without ITC	With ITC
Combined Total	$168,500,000	$105,810,000

	Contingency	Contingency
	10%	10%

	Without ITC	With ITC
Grand Total	$185,350,000	$116,391,000

Figure 1:

Interconnection costs were calculated utilizing past experiences with Cleveland Public Power and historical information for the Brooklyn Phase I landfill that was previously completed.

The project budget is structured so that 70% of funds are dispersed within the first three years of the project, with the anticipated goal of solar going online in 2027. Personnel costs and associated project implementation costs occur throughout all five years of the project period.

b. Nature Based Solutions

Assumptions for nature based solutions include:

- $500/acre native pollinator seed mix. While this is higher than the average meadow seed mix one may find on the market, the coalition will be partnering with West Creek Conservancy to develop a unique new pollinator seed mix that is suitable for the specific site characteristics of the proposed brownfield/landfill solar sites. Species will need to be selected that are relatively shade tolerant, won't grow high enough to interfere with the solar panels, and won't root deep enough to interfere with brownfield/landfill cap systems.
- $1,500/acre of installation of pollinator seed. This includes pre-treating the landscape and prepping the soil for seeding, as well as ongoing invasive species treatment throughout the establishment period of the native pollinator habitat. This cost is based on an average from past ecological restoration projects completed by West Creek Conservancy.

- $400/tree for reforestation. This includes an estimated $125 for the tree itself, $175/tree for planting supplies and installation by a contractor, and $100/tree for contracted maintenance including watering, deer protection, and invasive species removal throughout the three-year establishment period. These cost estimates are based on past reforestation projects completed by West Creek Conservancy.
- $125k/year for 1 FTE West Creek Conservancy staff person for oversight of the 1,100 acre Painesville brownfield property and all nature based solutions deliverables associated with the Painesville project. $125k/year is an average over 5 years including fringe.

MEMORANDUM OF AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

CITY OF CLEVELAND, OHIO

and

CITY OF PAINESVILLE, OHIO

This Memorandum of Agreement (hereinafter referred to as the "MOA") effective as of _____ __, 2024 (the "Effective Date"), is made and entered into by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), and the City of Cleveland, Ohio, a political subdivision of the State of Ohio having a principal place of business at 601 Lakeside Avenue East, Cleveland, Ohio 44114 ("Cleveland"), and the City of Painesville, Ohio, a municipal corporation of the state of Ohio, having a principal place of business at 7 Richmond Street, Painesville, Ohio 44077 ("Painesville"; County, Cleveland, and Painesville may be referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties are working collaboratively as the Municipal Empowerment for Clean Energy and Conservation Coalition ("Coalition") to reduce greenhouse gas ("GHG") emissions in the Cleveland-Elyria metropolitan statistical area ("MSA") through GHG reduction measures outlined in the region's Priority Climate Action Plan (PCAP); and

WHEREAS, the United State Environmental Protection Agency ("EPA") has made available $4.3 billion in Climate Pollution Reduction Grants ("CPRG") to local governments to develop and implement plans to reduce GHG emissions, in accordance with their applicable region's PCAP GHG reduction measures; and

WHEREAS, clean electricity is a primary GHG reduction measure listed in the PCAP that will yield significant cumulative GHG emissions reductions by 2030 and beyond; and

WHEREAS, nature-based solutions are also listed as a primary GHG reduction measure in the PCAP, with an emphasis on increasing tree cover, access to connected greenspace, and protecting and restoring the region's water systems; and

WHEREAS, each Party has its own municipal electric utility committed to serving their communities by improving energy equity through the affordable expansion of renewable energy throughout the Cleveland-Elyria MSA and together are uniquely positioned to implement utility-scale, replicable solar projects; and

WHEREAS, the Parties, as the Coalition, submitted an application for an EPA CPRG Implementation Grant in the total amount of $129,296,997 ("Application"); and

WHEREAS, the Parties are entering into this MOA for the sole and express purpose of implementing the GHG emissions reductions projects ("Projects") as more fully described in the Coalition Budget Narrative incorporated into the Application and attached hereto as Exhibit A ("Budget Narrative") within the Cleveland-Elyria MSA and within the described timeline.

NOW, THEREFORE, in consideration of mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. ROLES and RESPONSIBILITIES of the PARTIES

A. The County will:

1. Serve as the lead applicant to the EPA for the CPRG, will be responsible for the overall management of the CPRG award, and otherwise accountable to the EPA for the Parties' performance under the CPRG award.

2. Devote personnel to the Projects, as described on Narrative note 1 and note 1A of the Budget Narrative.

3. Enter into the contracts necessary to implement solar on the Brooklyn Landfill, Harvard Road (South Section) and Garfield Heights Projects, each as more fully described in Narrative notes 2 through 5 and 10 of the Budget Narrative.

4. Engage Manufacturing Works, on behalf of the Coalition, as a subrecipient to carry out workforce ecosystem capacity building and coordination as more fully described in Narrative note 8 of the Budget Narrative.

B. Painesville will be responsible for receiving a subaward and all activities and reporting requirements related to the subaward including, without limitation, training, retraining, and building staff as necessary, and implementing the 35MW solar system with a 10MW battery Project, all as more fully described in Narrative notes 6 and 11 of the Budget Narrative.

C. The City of Cleveland will be responsible for receiving a subaward and all activities and reporting requirements related to the subaward including, without limitation, staffing and/or sub-contracting the development of approximately 15.1MW of solar projects across three locations, all as more fully described in Narrative notes 7 and 12 of the Budget Narrative.

II. TERM and TERMINATION

A. The Term of this MOA shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions hereof, shall continue in effect through _____ (the "Term.").

B. This MOA shall terminate upon:

1. Execution of the CPRG Implementation Grant Agreement by the County and the execution of subgrant agreements between the County and Cleveland and the County and Painesville; or

2. The EPA's rejection of the Coalition's CPRG Implementation Grant ("Application").

III. SCOPE of the MOA

A. The Parties will meet as the Coalition no less frequently than once every 60 days to provide updates on the various Projects and to collaborate in addressing any issues that may arise in Project implementation. The Parties agree to discuss, review and address unanticipated Project implementation concerns and questions as a Coalition, with each Coalition member informed before any decisions or actions addressing any such Project concerns are taken. All such decisions are to be made in accordance with the CPRG Implementation Grant Agreement.

B. Subcontracting. This MOA is entered into with the understanding that the Parties may each subcontract for services as more fully described in the Budget Narrative.

C. No Indemnity. Each Party shall be responsible for its own costs, and be solely responsible for any and all claims, demands, or causes of action arising from the Party's obligations under this MOA.

IV. MEDIA and INFORMATION

A. Media Coverage. All Parties will be included in any media coverage.

B. Information & Public Records.

1. During the Term of this MOA, each Party hereto may disclose information ("Information") to the other Party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this MOA, the term "Disclosing Party" shall refer to the Party and any of its employees and contractors (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to the Party hereto and any of its Representatives in connection with such party's receipt of Information from the other Party. Either Party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this MOA.

2. Any Information NOT a public record under Ohio's Public Records Act (O.R.C. 149.43) shall be conspicuously marked as such. Any Party that receives a public records request for Information shall share such request with the other Parties. The Parties agree to confer before any Party responds to a request for Information any Party has marked as not a public record; provided that any Party may make an independent determination regarding the release of Information in response to a public records request.

C. Ownership of Information. All documents and data created pursuant to this MOA shall be the property of the Party creating same.

V. MISCELLANEOUS

A. Final Grant Agreement. The Parties acknowledge that this MOA is not a final, binding agreement and does not contain all of the material terms of a CPRG Implementation Grant agreement or subgrant agreement.

B. Notice. Wherever notice is required or permitted under this MOA, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Public Works
Attn: Administrator, Cuyahoga Green Energy
2079 East 9th Street, 5th Floor
Cleveland, Ohio 44115

With a copy to:

Cuyahoga County Department of Law
Attn; Law Director
2079 East 9th Street, Suite 7-100
Cleveland, Ohio 44115

In the case of Cleveland:

City of Cleveland, Mayor's Office of Sustainability
Attn: Director, Sustainability & Climate Justice

75 Erieview Plaza, Suite 115
Cleveland, OH 44114

With a copy to:

City of Cleveland Department of Law

Attn: Law Director

In the case of Painesville:

City of Painesville
Attn: City Manager
7 Richmond Street,
Painesville, Ohio 44077

With a copy to:

Painesville Electric Department

A Party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

C. Assignment. No Party shall assign, transfer, convey or otherwise dispose of this MOA.

D. Entire Agreement and Modification. This MOA, including any Exhibits and documents referred to in this MOA or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this MOA which are not fully expressed herein. The Parties agree that any other terms or conditions included in any quotes or other forms utilized or exchanged by the Parties shall not be incorporated herein unless expressly agreed upon in writing by authorized representatives of the Parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by each authorized representative of the Parties.

E. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter.

F. Authority. Each Party represents that is has the full legal authority to enter into this MOA and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and as contemplated herein.

G. No Apparent Authority. No Party is an agent, servant, or employee of any other Party with respect to any services performed hereunder. The Parties recognize and agree that:

1. No public official or employee of any Party may be deemed to have apparent authority to bind any other Party to any contractual obligations not properly authorized by the Party; and

2. The Coalition was formed solely for the purpose of submitting the Application and is not organized as a governmental unit or instrumentality of government.

H. Headings. The section headings appearing in this MOA are inserted only as a matter of

convenience and in no way define, limit, or describe the scope or extent of such section.

I. Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party who delivered same (or on whose behalf such signature was submitted) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

J. ELECTRONIC SIGNATURE. THE PARTIES AGREE THAT ALL MOA DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE PARTIES ALSO AGREE TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS.

(Signature Pages Follow)

County of Cuyahoga, Ohio

By:_____
Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

Date:_____

The legal form and correctness of this instrument is approved.

_____
Law Department, Cuyahoga County, Ohio
Richard D. Manoloff, Director of Law
Gregory G. Huth, Assist. Law Director,
Senior Counsel

Date:_____

City of Cleveland, Ohio

By:_____

Date:_____

The legal form and correctness of this instrument is approved.

_____
Law Department,

Date:_____

City of Painesville, Ohio

By:_____
Douglas L. Lewis, City Manager

Date:_____

The legal form and correctness of this instrument is approved.

_____
Jim Lyons, Law Director

Date:_____

RESOLUTION NO._____-24

A RESOLUTON AUTHORIZING AND DIRECTING THE CITY MANAGER TO ADVERTISE AND TO ENTER INTO A CONTRACT, INCLUDING ANY AND ALL ENSUING CHANGE ORDERS, WITH THE LOWEST AND BEST BIDDER FOR POLICE PATROL CAR UPFITTING AND OUTFITTING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville Police Department is in need of upfitting and outfitting (4) four 2024 Ford Explorer Interceptor SUV police cars; and

WHEREAS, the police equipment is required in order for the newly purchased vehicles to be deployed into service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY OHIO, THAT:

SECTION 1. That the City Manager be and is hereby authorized to advertise for bids and enter into a contract, including any and all ensuing change orders, with the lowest and best bidder for upfitting and outfitting (4) four 2024 Ford Explorer Interceptor SUV police cars, in accordance with the specifications on file in the office of City Manager.

SECTION 2: That this Resolution is passed and adopted for the protection and preservation of the health, safety, and general welfare of the inhabitants of the City of Painesville and for the need to outfit police vehicles in a timely manner; and, therefore, the emergency being the immediate necessity to deploy the newly purchased police cars.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council