ORDINANCE NO. ____-23

AN ORDINANCE AMENDING CHAPTER 1507 OF THE CODIFIED ORDINANCES OF THE CITY OF PAINESVILLE, OHIO, TITLED, "GENERAL PROVISIONS", AND DECLARING AN EMERGENCY.

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

SECTION I. That Chapter 1507 of the Codified Ordinances of the City of Painesville, Ohio, titled, "General Provisions"; specifically, establishing Section 1507.05, titled, "Electric Vehicle Charging Stations (EVCS)", is hereby amended to read and provide as follows:

1507.05 ELECTRIC VEHICLE CHARGING STATIONS (EVCS).

For purpose of this section, an EVCS shall mean a public parking space that is served by battery charging station equipment for the purpose of transferring electrical energy (by conductive or inductive means) to a battery or other energy storage device within an electric vehicle.

(a) General Requirements.

(1) These requirements pertain to all EVCS that are either a Level 2 or Level 3 charger. If a charging station has more than (1) one port, each port shall count as a charging station.

(2) The designated parking space(s) for an EVCS shall be above the minimum number of parking spaces required for the site in accordance with Chapter 1125.

(3) The recommended parking space dimensions for an EVCS are a minimum of ten (10) feet wide by twenty (20) feet long when new spaces are installed for such use. An additional five (5) feet in width shall be required for ADA accessible locations.

(4) The charging station and equipment shall be protected by wheel stops and bollards in accordance with Ohio Fire Code Section 312.

(5) Each parking space designated for EVCS shall be clearly identified as reserved for EV Charging Only.

(6) Charging station equipment shall not exceed eight (8) feet in height.

(7) Charging stations shall not include overhead canopies.

(8) Charging Stations shall not be installed inside parking garages or parking structures.

(9) The EVCS shall comply with the current National Electric Code (NEC) and shall be inspected once a year and proof of inspection shall be made available to the authority having jurisdiction.

(10) An EVCS shall be installed in a location as follows:

A. Ten (10) feet from property lines.

B. Thirty (30) feet or more from buildings having combustible exterior wall surfaces.

C. Fifteen (15) feet or more from buildings having a one-hour fire resistive exterior surface.

D. Fifteen (15) feet or more from combustible awnings or canopies.

(11) EVCS shall be designed and constructed in accordance with state and local building codes and this ordinance.

(12) EVCS shall be constructed, operated, and maintained based on manufacturer instructions.

(13) Any attendants shall be trained in the operation of the EVCS system and able to supervise and respond to emergencies.

(14) EVCS shall be provided with one or more clearly identified shutoff device or electrical disconnect with an approved sign stating, "Emergency Electrical Vehicle Charging System Shutoff'.

(15) EVCS shall have emergency instructions conspicuously posted in the area and shall include the following:

A. Use of Emergency shutoff button/disconnection device.

B. Report incident by calling 911.

C. Report location to emergency services.

(16) Emergency shutoff devices or electrical disconnects shall be installed in an approved location accessible to patrons but not less than twenty (20) feet, or more than thirty (30) feet, from the EVCS.
(17) Resetting from an emergency shutoff condition shall require manual intervention.
(18) Lighting shall be selected and installed in accordance with applicable building codes and local ordinances and shall be sufficient for safe operation and security.
(19) At least one (1) portable fire extinguisher for each group of EVCS shall be provided and shall not exceed a travel distance of seventy-five (75) feet.

(b) Motor Fuel Dispensing Facilities. Additional EVCS installation requirements:
(1) Twenty (20) feet or more in all directions from dispensing devices for flammable or combustible liquids.
(2) Ten (10) feet in all directions from above ground/underground tanks, tank fill connections, remote/submersible pump transfer equipment, vapor recovery equipment and vents.
(3) Twenty-five (25) feet in all directions from the location of tank vehicles while filling and transferring flammable or combustible liquids.
(4) EVCS shall be designed so that the pooling of flammable or combustible liquids cannot occur in the charging area.
(5) At attended locations and motor fuel dispensing facilities, an additional emergency shutoff or electrical disconnect shall be located at the attendant's location.

SECTION II. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION III. 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 amend Chapter 1507 General Provisions, to safeguard against the occurrences of fires due to the charging of Electric Vehicles and therefore, this Ordinance shall be effective immediately.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO. ___-23

ORDINANCE AMENDING THE DISTRICT MAP AND THE SETBACK MAP REFERRED TO IN SECTION 1113.03 OF THE PAINESVILLE CODE OF 1998 REZONING PERMANENT PARCEL NUMBERS 15C-001-0-00-001-0 & 15C-001-0-00-026-0, LOCATED AT 100 S. PARK PLACE AND 66 SOUTH ST. CLAIR STREET, RESPECTIVELY, FROM B-3, CENTRAL BUSINESS DISTRICT TO DD, DOWNTOWN DEVELOPMENT DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, an application has been received from the Vic Place, LLC and the City of Painesville, to rezone the property at 100 S. Park Place and 66 South St. Clair St. from B-3, Central Business to DD, Downtown Development District with Covenants, Conditions and Restrictions; and

WHEREAS, a public hearing was held by the Planning Commission on May 4, 2023 to hear the application for rezoning; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to rezone the property by a vote of 4-0; 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, THERFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY OHIO:

SECTION I. That the District Map referred to in Section 1113.03 of the Painesville Code of 1998 is hereby amended to rezone the property located at 100 S. Park Place, Permanent Parcel Number, 15C-001-0-00-001-0, and the property located at 66 South St. Clair St. Permanent Parcel Number 15C-001-0-00-026-0**,** from B-3, CENTRAL BUSINESS DISTRICT to DD, DOWNTOWN DEVELOPMENT DISTRICT.

SECTION II. That the Covenants, Conditions and Restrictions are hereby approved and shall be recorded as deed restrictions on the property located at 100 S. Park Place, Permanent Parcel Number, 15C-001-0-00-001-0 to establish permitted uses and conditions for redevelopment of the property prior to final project approval.

SECTION III. That this Ordinance is passed and adopted for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City of Painesville, the necessity being to provide the highest and best use of the land described herein and therefore, this Ordinance shall be effective at the earliest date allowed by law.

PASSED:

EFFECTIVE DATE:

_____

Christine Shoop
President of Council

ATTEST:

_____

Samantha Danielson
Clerk of Council

ORDINANCE NO. _____-23

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY WITHIN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.41; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS; SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, this Council previously approved a Memorandum of Understanding as to Proposed Development Agreement dated July 2, 2022 (as amended, the "Development Agreement"), between the City and Vic Place LLC (the "Developer") for the urban redevelopment of the real property located shown on the map attached hereto as Exhibit A (the "Parcels") into a mixed-use residential and commercial project consisting of no less than seventy (70) and no more than eighty (80) residential apartment units, approximately sixty-eight thousand, seven hundred and fifty (68,750) square feet of commercial space, and approximately five thousand, seven hundred and ninety-eight 5,798 square feet of restaurant space (the "Project"); and

WHEREAS, pursuant to the Development Agreement, the City agreed to provide tax increment financing for the Project in order to enable the redevelopment of the Parcels and the development of the Project; and

WHEREAS, Ohio Revised Code ("ORC") 5709.41, 5709.42 and 5709.43 (collectively, the "TIF Act") authorize this Council to declare the improvement to the Parcels to be a public purpose and exempt from taxation, require the owner of the Parcels to make service payments in lieu of taxes, establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, as required by the TIF Act and authorized by Resolution 12-23 passed by this Council on February 21, 2023, the City acquired fee title to the Parcels prior to enacting this Ordinance for urban redevelopment purposes; and

WHEREAS, the City desires to implement a tax increment financing program for the Parcels pursuant to the TIF Act to enable the City to fulfill its obligations under the Development Agreement and to pay costs of the urban redevelopment of the Parcels and the development of the Project; and

WHEREAS, the City and the Painesville City Local School District have entered into a Modified School Compensation Agreement dated as of February 13, 2023, as amended, with respect to the Parcels and the Project, whereby the School District approved the exemption to be provided by this Ordinance and waived notice of this Ordinance in exchange for school compensation payments from the Project (the "School Compensation Agreement"); and

WHEREAS, the City and the Painesville City Local School District have entered into an amendment to the School Compensation Agreement to provide additional financing options to the Developer in support of the Project; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of the Auburn Career Center in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Painesville, State of Ohio, that:

SECTION I: Parcels**.** The real property subject to this Ordinance is identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each individual tax parcel a "Parcel"). This Council finds that the City acquired the Parcels while engaged in urban redevelopment.

SECTION II: Urban Redevelopment Costs. This Council finds and determines that the City acquired title to the Parcels prior to adopting this Ordinance pursuant to the City's urban

redevelopment plan for the Parcels as evidenced by the Development Agreement and other City documents. Money deposited into the TIF Fund (as defined in Section 5) may be used to pay or reimburse any costs incurred by the City for improvements that are part of its urban redevelopment efforts, including, without limitation, the costs of improvements to be made in connection with the Project as further described in the Development Agreement (including, but not limited to, those costs listed in ORC 133.15(B)), together with any other costs hereafter designated by Ordinance (the "Urban Redevelopment Costs").

SECTION III: Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in ORC 5709.41) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel, on a parcel by parcel basis, first appears on the tax list and duplicate were it not for the exemption granted by this Ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this Ordinance is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION IV: Service Payments. During the exemption for each Parcel granted by this Ordinance, and as provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Lake County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the "*Service Payments*"). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"), will be deposited and distributed in accordance with Section 6.

SECTION V: TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Victoria Place Urban Redevelopment Tax Increment Equivalent Fund (the "*TIF Fund*"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this Ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION VI: Distribution of Funds. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments to the City for further deposit into the TIF Fund and shall be used to pay or reimburse the Urban Redevelopment Costs, including, without limitation, payment of reimbursements to the City's General Fund or other City funds, or payment of debt charges on any notes or bonds of the City or its designee and issued to pay or reimburse the Urban Redevelopment Costs, to make school compensation payments authorized pursuant to Section 6, and any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION VII: School Compensation Agreement and Payments. This Council hereby authorizes (a) an amendment to the School Compensation Agreement, in the form on file with the Clerk of Council and approved by the City Manager, to provide additional financing options to the Developer and (b) the making of school compensation payments to the Painesville City Local School District pursuant to the terms of the School Compensation Agreement between the City and the School District for the Project, and Service Payment sharing payments required thereunder, as the same may be amended from time to time. This Council hereby further authorizes any compensation payments required to be made to the Auburn Career Center as required by law.

SECTION VIII: Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Development, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION IX: Filings with Ohio Department of Development. Pursuant to ORC 5709.41(E), the City Manager is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Director of Finance or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Department of Development the status report required under ORC Section 5709.41(E).

SECTION X: Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION XI: Effective Date. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The enclosed area on the map below identifies and depicts the Parcels and constitutes part of this **EXHIBIT A**.

100 South Park Place

AMENDMENTS TO BE ADOPTED FOR FINAL READING

ORDINANCE NO. _____-23

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY WITHIN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.41; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS; SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, this Council ~~previously~~, by Resolution 41-22 passed by this Council on June 27, 2022, approved a Memorandum of Understanding as to Proposed Development Agreement dated July 2, 2022 (as amended, the "~~Development Agreement~~MOU"), between the City and Vic Place LLC (the "Developer") for the urban redevelopment of the real property located shown on the map attached hereto as Exhibit A (the "Parcels") into a mixed-use residential and commercial project consisting of ~~[~~_____no less than seventy (70) and no more than eighty (80) residential apartment units, approximately _____sixty-eight thousand, seven hundred and fifty (68,750) square feet of commercial space, and ~~a~~approximately five thousand, seven hundred and ninety-eight 5,798 square feet of restaurant ~~development]~~space (the "Project"); and

WHEREAS, pursuant to the ~~Development Agreement~~MOU, the City agreed to provide tax increment financing for the Project in order to enable the redevelopment of the Parcels and the development of the Project; and

WHEREAS, Ohio Revised Code ("ORC") 5709.41, 5709.42 and 5709.43 (collectively, the "TIF Act") authorize this Council to declare the improvement to the Parcels to be a public purpose and exempt from taxation, require the owner of the Parcels to make service payments in lieu of taxes, establish an urban redevelopment tax increment equivalent fund for the deposit of the those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, as required by the TIF Act and authorized by Resolution ~~12-~~ __-23 passed by this Council on ~~February 21,~~ _____, 2023, the City acquired fee title to the Parcels prior to enacting this ordinance for urban redevelopment purposes; and

WHEREAS, the City desires to implement a tax increment financing program for the Parcels pursuant to the TIF Act to enable the City to fulfill its ~~obligations~~commitments under the ~~Development Agreement~~MOU and to pay costs of the urban redevelopment of the Parcels and the development of the Project; and

WHEREAS, the City and the Painesville City Local School District have entered into a Modified School Compensation Agreement dated as of February 13, 2023, as amended, with respect to the Parcels and the Project, whereby the School District approved the exemption to be provided by this ordinance and waived notice of this ordinance in exchange for school compensation payments from the Project (the "School Compensation Agreement"); and

WHEREAS, the City and the Painesville City Local School District have entered into an amendment to the School Compensation Agreement to provide additional financing options to the Developer in support of the Project; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Auburn Career Center in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Painesville, State of Ohio, that:

Section 1. Parcels. The real property subject to this ordinance is identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each individual tax parcel a "Parcel"). This Council finds that the City acquired the Parcels while engaged in urban redevelopment.

Section 2. Urban Redevelopment Costs. This Council finds and determines that the City acquired title to the Parcels prior to adopting this ordinance pursuant to the City's urban

redevelopment plan for the Parcels as evidenced by the ~~Development Agreement~~MOU and other City documents. Money deposited into the TIF Fund (as defined in Section 5) may be used to pay or reimburse any costs incurred by the City for improvements that are part of its urban redevelopment efforts, including, without limitation, the costs of improvements to be made in connection with the Project as further described in the ~~Development Agreement~~MOU (including, but not limited to, those costs listed in ORC 133.15(B)), together with any other costs hereafter designated by ordinance (the "Urban Redevelopment Costs").

Section 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in ORC 5709.41) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel, on a parcel by parcel basis, first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

Section 4. Service Payments. During the exemption for each Parcel granted by this ordinance, and as provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Lake County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the "*Service Payments*"). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"), will be deposited and distributed in accordance with Section 6.

Section 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Victoria Place Urban Redevelopment Tax Increment Equivalent Fund (the "*TIF Fund*"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

Section 6. Distribution of Funds. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments to the City for further deposit into the TIF Fund and shall be used to pay or reimburse the Urban Redevelopment Costs, including, without limitation, payment of reimbursements to the City's General Fund or other City funds, or payment of debt charges on any notes or bonds of the City or its designee and issued to pay or reimburse the Urban Redevelopment Costs, to make school compensation payments authorized pursuant to Section ~~6~~7, and any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. School Compensation Agreement and Payments. This Council hereby authorizes (a) an amendment to the School Compensation Agreement, in the form on file with the Clerk of Council and approved by the City Manager, to provide additional financing options to the Developer and (b) the making of school compensation payments to the Painesville City Local School District pursuant to the terms of the School Compensation Agreement between the City and the School District for the Project, and Service Payment sharing payments required thereunder, as the same may be amended from time to time. This Council hereby further authorizes any compensation payments required to be made to the Auburn Career Center as required by law.

Section 8. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate

officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Development, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this ordinance.

Section 9. Filings with Ohio Department of Development. Pursuant to ORC 5709.41(E), the City Manager is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Department of Development within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Director of Finance or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Department of Development the status report required under ORC Section 5709.41(E).

Section 10. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 11. Effective Date. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

_____
Christine Shoop
President of Council

ATTEST:

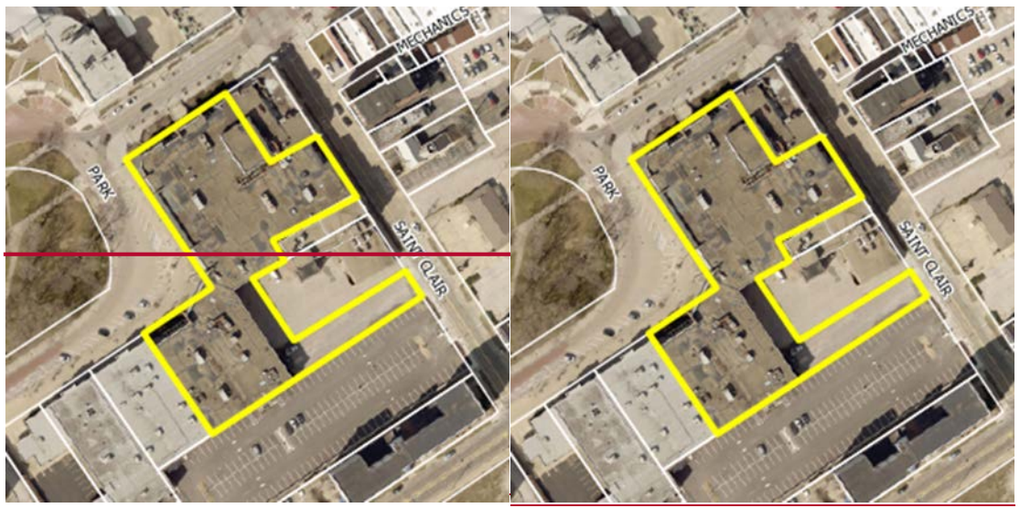
_____
Samantha Danielson
Clerk of Council

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The enclosed area on the map below identifies and depicts the Parcels and constitutes part of this **EXHIBIT A**.

100 South Park Place



ORDINANCE NO. _____-23

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY WITHIN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.41; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS; SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS

WHEREAS, this Council previously approved a Memorandum of Understanding as to Proposed Development Agreement dated July 1, 2022 (as amended, the "Development Agreement"), between the City and Grand River Walk LLC (the "Developer") for the urban redevelopment of the real property located shown on the map attached hereto as Exhibit A (the "Parcels") into a mixed-use residential and commercial project consisting of 120 residential apartment units, approximately 17,031 square feet of commercial space (the "Project"); and

WHEREAS, pursuant to the Development Agreement and Resolution No. 27-23 approved by this Council on March 6, 2023, the City intends to provide tax increment financing for the Project in order to enable the redevelopment of the Parcels and the development of the Project; and

WHEREAS, Ohio Revised Code ("ORC") 5709.41, 5709.42 and 5709.43 (collectively, the "TIF Act") authorize this Council to declare the improvement to the Parcels to be a public purpose and exempt from taxation, require the owner of the Parcels to make service payments in lieu of taxes, establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, as required by the TIF Act, the City acquired fee title to the Parcels prior to enacting this Ordinance for urban redevelopment purposes; and

WHEREAS, the City desires to implement a tax increment financing program for the Parcels pursuant to the TIF Act to enable the City to fulfill its obligations under the Development Agreement and to pay costs of the urban redevelopment of the Parcels and the development of the Project; and

WHEREAS, the City and the Painesville City Local School District have entered into a Modified School Compensation Agreement dated as of February 13, 2023, as amended, with respect to the Parcels and the Project, whereby the School District approved the exemption to be provided by this Ordinance and waived notice of this Ordinance in exchange for school compensation payments from the Project (the "School Compensation Agreement"); and

WHEREAS, the City and the Painesville City Local School District have entered into an amendment to the School Compensation Agreement to provide additional financing options to the Developer in support of the Project; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of the Auburn Career Center in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Painesville, State of Ohio, that:

SECTION I: Parcels. The real property subject to this Ordinance is identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each individual tax parcel a "Parcel"). This Council finds that the City acquired the Parcels while engaged in urban redevelopment.

SECTION II: Urban Redevelopment Costs. This Council finds and determines that the City acquired title to the Parcels prior to adopting this Ordinance pursuant to the City's urban redevelopment plan for the Parcels as evidenced by the Development Agreement and other City documents. Money deposited into the TIF Fund (as defined in Section 5) may be used to pay or

reimburse any costs incurred by the City for improvements that are part of its urban redevelopment efforts, including, without limitation, the costs of improvements to be made in connection with the Project as further described in the Development Agreement (including, but not limited to, those costs listed in ORC 133.15(B)), together with any other costs hereafter designated by Ordinance (the "Urban Redevelopment Costs").

SECTION III: Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in ORC 5709.41) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel, on a parcel by parcel basis, first appears on the tax list and duplicate were it not for the exemption granted by this Ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this Ordinance is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION IV: Service Payments. During the exemption for each Parcel granted by this Ordinance, and as provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Lake County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the "*Service Payments*"). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"), will be deposited and distributed in accordance with Section 6.

SECTION V: TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Grand River Walk Urban Redevelopment Tax Increment Equivalent Fund (the "*TIF Fund*"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this Ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION VI: Distribution of Funds. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments to the City for further deposit into the TIF Fund and shall be used to pay or reimburse the Urban Redevelopment Costs, including, without limitation, payment of reimbursements to the City's General Fund or other City funds, or payment of debt charges on any notes or bonds of the City or its designee and issued to pay or reimburse the Urban Redevelopment Costs, to make school compensation payments authorized pursuant to Section 6, and any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION VII: School Compensation Agreement and Payments. This Council hereby authorizes (a) an amendment to the School Compensation Agreement, in the form on file with the Clerk of Council and approved by the City Manager, to provide additional financing options to the Developer and (b) the making of school compensation payments to the Painesville City Local School District pursuant to the terms of the School Compensation Agreement between the City and the School District for the Project, and Service Payment sharing payments required thereunder, as the same may be amended from time to time. This Council hereby further authorizes any compensation payments required to be made to the Auburn Career Center as required by law.

SECTION VIII: Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for

collection of the Service Payments and the Property Tax Rollback Payments. This Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Development, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION IX: Filings with Ohio Department of Development. Pursuant to ORC 5709.41(E), the City Manager is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Director of Finance or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Department of Development the status report required under ORC Section 5709.41(E).

SECTION X: Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION XI: Effective Date. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The enclosed area on the map below identifies and depicts the Parcels (ID#: 15-A-012-0-00-012-0) and constitutes part of this **EXHIBIT A**.

The Parcel ID# is provided for convenience purposes only and does not limit the area subject to the TIF Ordinance.

257 East Main Street

RESOLUTION NO. ____-23

A RESOLUTION ADOPTING THE 2024 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 2024 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, NOT LESS THAN TWO-THIRDS MEMBERS THEREOF CONCURRING:

SECTION I. That the Tax Budget of the City of Painesville, Ohio for the year 2024 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 2024 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:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

TAX BUDGET FOR

FOR THE FISCAL YEAR

___01__/___01__/_2024__ TO __12__/__31__/_2024_

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__/_2024__ TO __12__/__31__/_2024_

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	$ 594,000	$ 594,000	$ -	2.16	0.00
301 - BOND RETIREMENT FUND	66,000	66,000	0	0.24	0.00
208 - POLICE PENSION FUND	83,000	83,000	0	0.30	0.00
209 - FIRE PENSION FUND	83,000	83,000	0	0.30	0.00
220 - FIRE PROTECTION LEVY (1990)	102,000	0	102,000	0.00	0.70
236 - FIRE IMPROVEMENT LEVY (2013)	323,000	0	323,000	0.00	1.47
237 - ROAD IMPROVEMENT LEVY	659,000	0	659,000	0.00	3.00
238 - POLICE PROTECTION LEVY	589,000	0	589,000	0.00	2.50
TOTALS: ALL FUNDS	$ 2,499,000	$ 826,000	$ 1,673,000	$ 3	$ 8

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, Column 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on , not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
Current Expense Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
TSIDE 10 MILL LIMITATION	0	0
OTHER FUNDS:		
220 - FIRE PROTECTION LEVY (1990) Fund, Levy authorized by voters on 05/08/90, not to exceed Cont. years. Authorized under Section __________, O.R.C.	0.70	102,000
236 - FIRE IMPROVEMENT LEVY (2013) Fund, Levy authorized by voters on 11/07/17, not to exceed 5 years. Authorized under Section __________, O.R.C.	1.47	323,000
237 - ROAD IMPROVEMENT LEVY Fund, Levy authorized by voters on 11/07/17, not to exceed 5 years. Authorized under Section __________, O.R.C.	3.00	659,000
238 - POLICE PROTECTION LEVY Fund, Levy authorized by voters on 11/05/19, not to exceed 5 years. Authorized under Section __________, O.R.C.	2.50	589,000
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ years. Authorized under Section __________, O.R.C.		
____________________ Fund, Levy authorized by voters on __________, not to exceed ____ 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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$471,858	$539,995	$412,000	$412,000
Homestead & Rollback	71,806	80,435	66,000	66,000
Local Government	952,516	1,028,347	790,000	790,000
Other Revenue	13,382,896	15,069,521	11,677,300	11,677,000
TOTAL REVENUES	14,879,076	16,718,298	12,945,300	12,945,000
TOTAL EXPENDITURES	$15,179,710	$16,342,312	$13,997,918	13,998,000
REVENUES OVER (UNDER) EXPENDITURES	(300,634)	375,986	(1,052,618)	(1,053,000)
BEGINNING CASH BALANCE	4,629,666	4,329,032	4,705,018	3,652,400
ENDING CASH BALANCE	$4,329,032	$4,705,018	$3,652,400	$2,599,400
ENCUMBRANCES AT YEAR END	$1,056,858	$1,000,000	$1,000,000	$1,000,000

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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$52,429	$59,999	$46,000	$46,000
Homestead & Rollback	7,978	8,937	7,000	7,000
Other Revenue	0	0	0	0
TOTAL REVENUES	60,407	68,936	53,000	53,000
TOTAL EXPENDITURES	$631	$732	$803	$800
REVENUES OVER (UNDER) EXPENDITURES	59,776	68,204	52,197	52,200
BEGINNING CASH BALANCE	213,983	273,759	341,963	394,160
ENDING CASH BALANCE	$273,759	$341,963	$394,160	$446,360
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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$65,536	$74,999	$56,900	$56,900
Homestead & Rollback	9,973	11,172	9,000	9,000
Other Revenue	0	0	0	0
TOTAL REVENUES	75,509	86,171	65,900	65,900
TOTAL EXPENDITURES	$100,789	$100,915	$101,010	101,000
REVENUES OVER (UNDER) EXPENDITURES	(25,280)	(14,744)	(35,110)	(35,100)
BEGINNING CASH BALANCE	189,134	163,854	149,110	114,000
ENDING CASH BALANCE	$163,854	$149,110	$114,000	$78,900
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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$65,536	$74,999	$56,900	$56,900
Homestead & Rollback	9,973	11,172	9,000	9,000
Other Revenue	0	0	0	0
TOTAL REVENUES	75,509	86,171	65,900	65,900
TOTAL EXPENDITURES	$100,789	$100,915	$101,054	101,100
REVENUES OVER (UNDER) EXPENDITURES	(25,280)	(14,744)	(35,154)	(35,200)
BEGINNING CASH BALANCE	189,178	163,898	149,154	114,000
ENDING CASH BALANCE	$163,898	$149,154	$114,000	$78,800
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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$94,724	$94,887	$87,000	$87,000
Homestead & Rollback	9,819	8,166	8,000	8,000
Other Revenue	2,945	88,188	0	0
TOTAL REVENUES	107,488	191,241	95,000	95,000
TOTAL EXPENDITURES	$40,959	$418,657	$105,000	105,000
REVENUES OVER (UNDER) EXPENDITURES	66,529	(227,416)	(10,000)	(10,000)
BEGINNING CASH BALANCE	338,407	404,936	177,520	167,520
ENDING CASH BALANCE	$404,936	$177,520	$167,520	$157,520
ENCUMBRANCES AT YEAR END	$3,460	$10,000	$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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$321,188	$323,892	$295,000	$295,000
Homestead & Rollback	17,549	15,975	15,000	15,000
Other Revenue	0	0	0	0
TOTAL REVENUES	338,737	339,867	310,000	310,000
TOTAL EXPENDITURES	$198,314	$675,354	$361,000	308,200
REVENUES OVER (UNDER) EXPENDITURES	140,423	(335,487)	(51,000)	1,800
BEGINNING CASH BALANCE	294,264	434,687	99,200	48,200
ENDING CASH BALANCE	$434,687	$99,200	$48,200	$50,000
ENCUMBRANCES AT YEAR END	$105,287	$50,000	$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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$655,486	$660,846	$620,000	$620,000
Homestead & Rollback	31,761	26,415	30,000	30,000
Other Revenue	0	0	0	0
TOTAL REVENUES	687,247	687,261	650,000	650,000
TOTAL EXPENDITURES	$896,777	$626,556	$788,005	788,000
REVENUES OVER (UNDER) EXPENDITURES	(209,530)	60,705	(138,005)	(138,000)
BEGINNING CASH BALANCE	1,224,950	1,015,420	1,076,125	938,120
ENDING CASH BALANCE	$1,015,420	$1,076,125	$938,120	$800,120
ENCUMBRANCES AT YEAR END	$633,643	$250,000	$250,000	$250,000

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 2021 ACTUAL	FOR 2022 ACTUAL	2023 CURRENT YEAR ESTIMATE	2024 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	$585,746	$590,500	$573,000	$573,000
Homestead & Rollback	28,459	23,668	23,000	23,000
Other Revenue	0	0	0	0
TOTAL REVENUES	614,205	614,168	596,000	596,000
TOTAL EXPENDITURES	$752,292	$599,897	$674,496	674,500
REVENUES OVER (UNDER) EXPENDITURES	(138,087)	14,271	(78,496)	(78,500)
BEGINNING CASH BALANCE	516,612	378,525	392,796	314,300
ENDING CASH BALANCE	$378,525	$392,796	$314,300	$235,800
ENCUMBRANCES AT YEAR END	$228,285	$100,000	$100,000	$100,000

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 01/01/2024	AMOUNT REQUIRED FOR PRINCIPAL & INTEREST PAYMENTS 01/01/2024 TO 12/31/2024
INSIDE TEN MILL LIMIT:								
Various Purpose		2007	2028	2007	Term	4.25% - 5.00%	$328,000	$72,250
Renaissance Parkway		2005	2025	2005	Term	4.75%	$60,000	$33,000
Shamrock Bridge		2012	2034	2012	Term	3.00%	$1,035,000	$132,498
TOTAL							$1,423,000	$237,748
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. ___-23

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO EPA FOR A $10,000.00 DRINKING WATER DISTRIBUTION EQUIPMENT GRANT AND DECLARING AN EMERGENCY.

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

SECTION I. That the City Manager is hereby authorized and directed to apply to the Ohio EPA for a $10,000.00 DRINKING WATER DISTRIBUTION EQUIPMENT GRANT and the City Manager is further authorized upon the award of the Grant to enter into an Agreement with the EPA for the $10,000.00 DRINKING WATER DISTRIBUTION EQUIPMENT GRANT. A copy of that Grant Agreement is attached as Exhibit A.

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 repave various streets within the City in order to improve the City of Painesville water distribution system and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

Ohio Environmental Protection Agency

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Painesville City **(PWS),** its contractors, agents, and successors, hereinafter referred to as the **Grantee,** for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. WHEREAS ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

(1) Agriculture water projects;
(2) Community water projects;
(3) Nature water projects;
(4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
(5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
(6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
(7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **$10,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

I. Grant Award. The **Director** hereby awards to the **Grantee** a Grant not to exceed **$10,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in **"Exhibit 1"** for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.

B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.

C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as **"Exhibit 1"** and fully incorporated herein.

D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in **"Exhibit 1"** (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).

E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.

II. Grant Method of Disbursement and Release of Fund. The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.

B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.

C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.

D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **$10,000.00**.

E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.

III. Changes to Project or Method of Disbursement. Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. Grantee's Representations. Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.

V. Nondiscrimination. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.

VII. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

VIII. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.

IX. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.

X. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.

XI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

XII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its

employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

XIII. **Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.

XIV. **Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

XV. **Project Phase and Fiscal Reports**.

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XVI. **Final Reports.**

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's**

fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

XVII. **Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

XVIII. **Records. Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.

XIX. The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.

XX. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

XXI. The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

XXII. The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

XXIII. The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.

XXIV. The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.

XXV. **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.

XXVI. **Indemnity. Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.

XXVII. **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

XXVIII. This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.

XXIX. **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for

services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

XXX. The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.

XXXI. **Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

XXXII. **Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Sean Stephenson, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

XXXIII. **Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds

released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

The remainder of this page was left intentionally blank.

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

Grantee: **Painesville City**

Award: **$10,000.00**

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

_____ _____
Signature of Grantee's Authorizing Agent Date

_____
Name and Title of Authorizing Agent
(Please type or print)

_____ _____

Anne M. Vogel, Director, or Authorized Agent Date
Ohio Environmental Protection Agency

RESOLUTION NO. ___-23

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT THE DEED FROM THE LAKE COUNTY LAND REUTILIZATION CORP FOR THE PROPERTY LOCATED AT 160 S. ST. CLAIR STREET AND TO FILE THE DEED WITH THE LAKE COUNTY RECORDER'S OFFICE AND DECLARING AN EMERGENCY.

WHEREAS, the Lake County Land Reutilization Corp is the title owner of property that is located at 160 S. St. Clair Street, Painesville, Ohio 44077, Permanent Parcel No. 15B0020000370; and

WHEREAS, this property is located adjacent to a 3.31 acre parcel of land that the City owns on E. High Street and S. St. Clair Street, that is identified as Permanent Parcel No. 15-B-002-0-00-005-0;

WHEREAS, the City of Painesville transferred this property to the Lake County Land Reutilization Corp on July 23, 2019, and at this time the Lake County Land Reutilization Corp and the City wish to have this property transferred back to the City.

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

SECTION I: That the City Council hereby accepts the property from the Lake County Land Reutilization Corp. that is identified as 160 S. St. Clair Street, Painesville, Ohio 44077, Permanent Parcel No. 15B0020000370 and City Council hereby authorizes and directs the City Manager to take any and all actions that are necessary to accept this property from the Lake County Land Reutilization Corp and to have the Deed filed with the Lake County Recorder's Office.

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: That this Resolution 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 the reason that it is necessary that this property becomes available as soon as possible for redevelopment purposes in the City and, therefore, this Resolution shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-23

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AND EXECUTE A TRANSFER AND INDEMNIFICATION AGREEMENT WITH VIC PLACE LLC REGARDING A CERTAIN PARCEL OF LAND LOCATED IN THE CITY OF PAINESVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville, Ohio (the "City") is desirous of encouraging economic development within the City to create jobs for its residents and to increase the City's tax base; and

WHEREAS, in furtherance of those efforts, the City has adopted and implemented a Downtown Master Plan and a Downtown Transportation and Streetscape Plan (collectively, the "Development Plans"); and

WHEREAS, as evidenced by the Development Plans, the Memorandum of Understanding as to Proposed Development Agreement dated July 2, 2022 and approved by this Council pursuant to Resolution 41-22 passed on June 27, 2022, and other City documents, the City is "engaged in urban redevelopment" as provided in Ohio Revised Code ("R.C.") Section 5709.41; and

WHEREAS, pursuant to R.C. Sections 5709.41, 5709.42 and 5709.43, the City is authorized to enact an ordinance (the "TIF Ordinance") to declare "Improvement" (as defined in R.C. Section 5709.41) to be a public purpose and exempt from real property taxation so long as (1) the City held fee title to such real property prior to the adoption of the TIF Ordinance, and (2) such real property is leased or conveyed to any person either before or after the adoption of the TIF Ordinance; and

WHEREAS, Vic Place LLC, an Ohio limited liability company ("Vic Place") desires to construct or cause to be constructed a mixed-use development (the "Project") on Permanent Parcel No. 15-C-001-0-00-001-0, which is owned by Vic Place (the "Property"); and

WHEREAS, the City, as part of its urban redevelopment efforts, desires to support the project through the passage of the TIF Ordinance pursuant to R.C. Section 5709.41; and

WHEREAS, in order to pass the TIF Ordinance, the City is required to accept fee title to the Property and transfer fee title to the Property back to the current owner, Vic Place; and

WHEREAS, Vic Place and the City (collectively the "Parties") desire to enter into a Transfer and Indemnification, hereinafter referred to as "the Agreement", for the Property.

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

SECTION I. This City Council of the City of Painesville hereby approves the form of the Transfer and Indemnification Agreement in substantially similar form as that attached hereto as Exhibit A. The City Council hereby further authorizes and directs the City Manager to execute and deliver the Transfer and Indemnification Agreement attached hereto as Exhibit A and to take any and all necessary action relative thereto, including but not limited to, the execution of a deed transferring the Property to Vic Place.

SECTION II. This City Council finds and determines that all the formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of the Council and any of its committees that resulted in such formal action were held, in meetings open to the public in compliance with the law.

SECTION III. All prior legislation, resolutions, and/or motions, or any parts thereof, which are consistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION IV. 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 the Lake County Port Authority and back to the City in a timely manner to promote economic development; and therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

TRANSFER AND INDEMNIFICATION AGREEMENT
([Project] .41 TIF)

This Transfer and Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2023, by and between **[Project LLC]**, an Ohio limited liability company (the "Indemnitor"), and the **City of Painesville**, an Ohio municipal corporation (the "City").

Recitals

WHEREAS, the parties are undertaking the urban redevelopment of the real property described in Exhibit A (the "Project Site"); and

WHEREAS, to support that urban redevelopment, the City agreed to include the Project Site in a tax increment financing ("TIF") area under Ohio Revised Code Section 5709.41; and

WHEREAS, in order to include the Project Site in that TIF area, the City must have acquired fee title to the Project Site while engaged in urban redevelopment, and the parties intend to transfer fee title to the Project Site to the City and then back to the Indemnitor; and

WHEREAS, the parties desire to memorialize their agreement to convey the Project Site and protect the City against any liabilities that may occur as a result of the conveyance to the City and re-conveyance back to the Indemnitor of the Project Site.

Agreement

NOW THEREFORE, in consideration of their mutual covenants set forth herein and their respective commitments for the urban redevelopment of the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

Section 1. Transfer. The Indemnitor agrees to convey to the City title to the Project Site via limited warranty deed. The City hereby agrees to reconvey to the Indemnitor or its designee title to the Project Site via quitclaim deed within three days following its acceptance of title to the Project Site.

Section 2. Indemnification. The Indemnitor agrees to indemnify the City and hold harmless and defend the City from and against, and pay for, any and all costs, losses, liabilities, damages and expenses, including reasonable fees and expenses of attorneys, that are not offset by insurance proceeds and that are paid or incurred by the City as a result of or relating to the conveyance of the Project Site to the City by Indemnitor or the re-conveyance of the Project Site by the City to the Indemnitor or its designee, including but not limited to costs, losses, liabilities, damages, and expenses incurred due to claims of any violations of any local, state, or federal environmental rules, ordinances, acts, laws or regulations. The City must give prompt notice to the Indemnitor of the assertion of any claim or the commencement of any suit, action or proceeding with respect to which indemnity may be sought hereunder, specifying, if known, the facts pertaining thereto and the amount or an estimate of the amount of the liability arising therefrom, provided, however, failure to give such notice does not relieve the Indemnitor of any liability hereunder (except to the extent the Indemnitor has suffered actual prejudice thereby). The Indemnitor has the right to participate in or assume the defense of any such suit, action or proceeding at its own expense, and the City has the right (but not the duty) to participate in the defense thereof, which will be at the Indemnitor's expense unless it has assumed the defense thereof. Whether or not the Indemnitor chooses to defend or prosecute any claim, the Indemnitor and the City will cooperate in the defense or prosecution thereof and will take all such actions as may be reasonably requested in connection therewith.

The Indemnitor also hereby agrees to forever acquit and discharge the City from any and all liabilities, damages, losses, costs, actions, manners of action, causes of action, claims and/or demands of any nature and description, both known and unknown, suspected and unsuspected, foreseen and unforeseen, and whether arising in law or in equity, which result or may result in the future as a result of or relating to the conveyance of the Project Site to the City by the Indemnitor, or the re-conveyance of the Project Site by the City to the Indemnitor or its designee.

The Indemnitor must obtain the same release of the City as that contained in Paragraph 2 above from any other developer(s) with whom it partners in connection with the development of the Project Site.

Section 3. Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, of requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

As to the City:
City of Painesville, Ohio
7 Richmond Street
Painesville, Ohio 44077
Attn: City Manager

As to the Indemnitor:
[Project LLC]

Section 4. Successors; Assignment; Amendments, Changes and Modifications. This Agreement is binding upon the Indemnitor, the City and their respective successors in interest and the City and its successors in interest. This Agreement may not be assigned by the Indemnitor or the City without the prior written consent of the other. This Agreement may only be amended by written instrument executed by the City and the Indemnitor.

Section 5. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation will be deemed an obligation of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 7. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Electronic signatures (such as documents executed pursuant to a reputable document execution software, e.g. DocuSign) or signatures transmitted or stored by facsimile or electronic means are deemed original signatures and duplicates are deemed original copies of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties on this subject matter.

Section 9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

[PROJECT LLC], an [Ohio limited liability company]

By: _____
Name:
Title:

CITY OF PAINESVILLE, OHIO, an Ohio municipal corporation

By: _____
Doug Lewis, City Manager

Approved as to form:

_____
Law Director

RESOLUTION NO. _____-23

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT FINANCIAL ASSISTANCE FROM THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OHIO EPA) 2023 COMMUNITY AND LITTER GRANT TO BE USED TOWARDS THE COMMUNITY CLEAN UP DAY, AND DECLARING AN EMERGENGY

WHEREAS, the Ohio Environmental Protection Agency Grant administers financial assistance to local governments and nonprofits to support and expand community recycling and litter prevention efforts, through the Ohio EPA-Recycle Ohio grant program; and

WHEREAS, the City of Painesville submitted an application and was approved for an award for funding from the Ohio EPA; and

WHEREAS, the City will utilize these funds to help cover the cost of the community clean up litter collection events, outreach, and education throughout the City of Painesville for the period covering July 1, 2023 through June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Painesville, Lake County, Ohio:

SECTION I: That the City Council hereby authorizes and directs the City Manager to enter into an Agreement with the Ohio Environmental Protection Agency for the 2023 Community and Litter Grant. A copy of that Grant Agreement is attached as Exhibit A.

SECTION II: That this Resolution is declared to be an emergency measure necessary for the immediate protection and preservation of the public peace, health, safety and general welfare of the inhabitants of the City of Painesville and, therefore, shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **City of Painesville, Ohio,** hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2023 Community and Litter Grant, hereinafter referred to as the 2023 CLG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 and 3736.02(B) further authorize the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2023 Grant Manual and the 2023 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2023 CLG funds in the amount of **$7,280.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

I. The Agency hereby awards to the Grantee a grant not to exceed **$7,280.00,** for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.

II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award after the effective date of this Agreement, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.

III. The Grantee shall not, in any manner, discriminate against, intimidate, or retaliate against

any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA The Grantee shall take affirmative action to ensure that employees are treated appropriately during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

IV. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.

V. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies related to this paragraph.

VI. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Grantee may be ineligible for further state contracts. Further, such other sanctions may be imposed and remedies instituted as otherwise provided by the law.

VII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

VIII. The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2023 CLG Application and Grant Manual.

IX. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent

with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

X. The Grantee, by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

XI. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

XII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds.

XIII. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

XIV. Implementation of the approved 2023 CLG project as outlined in the Grantee's 2023 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2023**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.

XV. Grantee represents and warrants that:

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.

2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.

3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement

4. It has the authority to execute this Agreement and perform their obligations under this Agreement.

5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

XVI. This Agreement shall remain in effect until **June 30, 2025**. The Agency reserves the right, at any time after execution of this Agreement, with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall have no claim for, additional compensation against the Agency by reason of such termination.

XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of sending notification to the Agency or receiving notification from the Agency of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.

XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the

right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided to the State in this Agreement. The Executive Orders are available at:

https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d

https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is/are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided to the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already

been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.

XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.

XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement, including those that are due to that party's own negligence, tortious acts, or other conduct, or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.

Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2023**, whichever date is later.

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

Grantee: **City of Painesville, Ohio**
Award: **$7,280.00**

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

E-SIGNED by Doug Lewis
on 2023-06-02 12:30:16 GMT

Signed: _____ **Date:** 2023-06-02 12:30:16 UTC

Authorized Official: **Doug Lewis, City Manager**
City of Painesville, Ohio

Ohio Environmental Protection Agency Signature

E-SIGNED by Daniel Sowry
on 2023-06-02 12:31:16 GMT

Signed: _____ **Date:** 2023-06-02 12:31:16 UTC

Dan Sowry, Assistant Chief
On behalf of Anne M. Vogel, Director, per 5/10/2023 Delegation of Authority
Ohio Environmental Protection Agency