

**ORDINANCE NO. \_\_\_\_\_-2020**

**AN ORDINANCE AMENDING SECTION 735.10 IN ITS ENTIRETY OF THE PAINESVILLE CODE OF 1998 RELATING TO THE REGISTRATION OF GARAGE, YARD AND PORCH SALES, AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL of the City of Painesville, Lake County Ohio:

**SECTION I.** That Section 735.10 of the Painesville Code of 1998, is hereby amended to read as follows:

**735.10 REGISTRATION OF GARAGE, YARD, PORCH SALES.**

~~There shall be no fee for the registration of garage, yard, or porch sales conducted on residential property. However, such activity shall be limited to no longer than three consecutive days and not issued to the same individual or for a sale on the same parcel more than four times in a calendar year.~~

- a) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.
  - (1) "Special Event." A special event means any concert, parade, fair, show, festival, carnival, rally, party, filming of a movie, video or television show, motorcade, run, street dance, bike-a-thon, race, walk or athletic event, or other attendant entertaining or celebration, that is to be held in whole or in part upon publicly owned property or right-of-way, or, if held wholly upon private property, will require the use of city resources.
- b) Before any garage, yard, or porch sale may occur in the City of Painesville, those desiring to conduct such sales must first obtain a registration from the City through the City Manager or the City Manager's designee.
- c) To acquire a City registration for a garage, yard, or porch sale the applicant must provide the City the following information: the applicant's name, address, and contact information; the location where the sale is to occur; the dates when the sale will occur.
- d) To be eligible for a garage, yard, or porch sale registration, an applicant must file an application for same no less than seven (7) days for an individual sale or fourteen (14) days for multiple sales planned as a special event, prior to the sales event.
- e) Garage, yard, or porch sales shall be limited to no longer than three (3) consecutive days.
- f) Garage, yard, or porch sales shall not be issued to the same individual or for a sale on the same parcel more than four (4) times in a calendar year.
- g) Individual garage sales registration.
  - 1. Any garage, yard, or porch sale registration within the listed residential districts shall comply with the following regulations:

A. <u>Zoning Classification for Sale Location:</u>	R-1	R-2	R1-60
Maximum sales allowed per Local street	5	3	3
Maximum sales allowed per Cul-De-Sac	3	2	2
Maximum sales allowed per Subdivision	--	5%	5%
  - 2. Any garage, yard, or porch sales approved within the R-2 or R1-60 zoning districts may not exceed 5% of the total residential parcels within that area.
  - 3. The City Manager or the City Manager's designee may approve garage sales beyond the maximum allowed per street based on the following factors:
    - A. Location and amount of registrations approved on that street or surrounding streets;
    - B. Total registrations approved in the subdivision;
    - C. Availability for parking or any other health and safety concern(s) of allowing additional registration approvals.
- h) Multiple garage sales registration, planned as a special event.
  - 1. Any garage, yard, or porch sale application planned as a special event must comply with the following regulations pertaining to the number of applications approved during the same dates.
  - 2. In addition to information set forth in Section (b) of this section, the applicant must further provide the following: the name, address and contact information of each property owner who is participating in the special event; and documentation showing the location of all properties participating in the special event.
  - 3. Any registration of multiple garage sales, planned as a special event, will require the special event be reviewed as a special event, the City Manager or City Manager's designee shall determine if the use of city resources are required to

adequately control parking and traffic congestion reasonably anticipated by the special event. If determined to be necessary, the applicant must provide proof that an off duty Painesville Police Officer(s) have been secured prior to being approved.

4. There shall be no fee charged for the issuance of a registration, but any other costs that may be associated with this garage, yard or porch sale registration shall be the sole responsibility of the applicant.
5. Special permission of the City Manager may be granted for a temporary period only, not to exceed four (4) days, when associated with a special event.

- i) Upon determining that compliance with the Ordinance has been achieved, the City Manager or the City Manager's designee shall timely issue a registration for the proposed sales event.

**SECTION II.** That the 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 regulate garage, yard, and porch sales within the City of Painesville, and therefore this Ordinance shall become effective immediately upon its passage.

**PASSED:**

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Paul W. Hach, II  
President of Council

ATTEST:

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Valerie Vargo  
Clerk of Council

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION  
167.07 RELATING TO THE CLASSIFICATION AND  
COMPENSATION PLAN AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Painesville, County of Lake, State of Ohio:

SECTION I: That Section 167.07 are hereby amended to read as follows:

**SECTION 167.07 CLASSIFIED POSITIONS**

<u>CLASS TITLE</u>	<u>CLASS GRADE</u>
<u>CLERICAL, FISCAL AND ADMINISTRATION 40 HOUR WEEK</u>	
<u>CLERICAL SALARY</u>	
CLERK TYPIST .....	3
SWITCHBOARD OPERATOR .....	6
SECRETARY I .....	6
SECRETARY II .....	8
ADMINISTRATIVE SECRETARY.....	9
ADMINISTRATIVE SECRETARY - MANAGER.....	12
ADMINISTRATIVE SECRETARY - COURT .....	12
FIRE DEPARTMENT ADMINISTRATIVE ASSISTANT .....	6
<u>FISCAL AND DATA PROCESSING SALARY</u>	
PARKING CASHIER.....	5
PARKING ENFORCEMENT CASHIER.....	6
FISCAL CLERK I .....	6
FISCAL CLERK II .....	9
FISCAL CLERK III .....	11
HUMAN RESOURCES SUPERVISOR.....	14
FISCAL CLERK III - HUMAN RESOURCES.....	11
FISCAL CLERK II - HUMAN RESOURCES.....	9
FISCAL CLERK I - HUMAN RESOURCES.....	6
FISCAL CLERK II - UTILITY OFFICE.....	9
DATA PROCESSING CLERK I .....	6
DATA PROCESSING CLERK II .....	9
FISCAL CLERK/COMPUTER COORDINATOR .....	11
COLLECTIONS SUPERVISOR .....	13
UTILITY OFFICE SUPERVISOR.....	13
FINANCE/GRANT ANALYST .....	14
STORES CLERK/BUILDING AND GROUND WORKER .....	8
ADMINISTRATIVE ANALYST .....	11
PROJECT COORDINATOR.....	13
UTILITIES OFFICE MANAGER .....	16
FINANCE ANALYST II.....	12
COLLECTIONS ANAYLYST.....	11
<u>ADMINISTRATION</u>	
<u>DEPARTMENT/DIVISION HEADS AND SENIOR SUPERVISORS SALARY</u>	
WATER TREATMENT PLANT SUPERVISOR .....	19
ASSISTANT WATER POLLUTION CONTROL SUPERINTENDENT.....	19
ECONOMIC DEVELOPMENT DIRECTOR.....	21
HUMAN RESOURCES DIRECTOR.....	23
ELECTRIC GENERATION SUPERVISOR.....	21
ELECTRIC DISTRIBUTION SUPERVISOR .....	21
WATER SUPERINTENDENT .....	26
RECREATION AND PUBLIC LAND DIRECTOR .....	23
FIRE CHIEF .....	23
<del>DIRECTOR OF FINANCE/HUMAN RESOURCES DIRECTOR</del> .....	<del>26</del>
WATER POLLUTION CONTROL SUPERINTENDENT .....	23
CHIEF OF POLICE.....	25
ELECTRIC SUPERINTENDENT .....	25
CITY ENGINEER.....	23
<b>PUBLIC SERVICE DIRECTOR.....</b>	<b>2523</b>
WATER SUPERINTENDENT/PUBLIC SERVICE EXECUTIVE DIRECTOR.....	27
ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR.....	27
DIRECTOR OF MUNICIPAL INFRASTRUCTURE .....	27
<u>PUBLIC SAFETY, COURT, CODE ENFORCEMENT AND ENGINEERING</u>	
<u>POLICE SALARY (40 HOUR WEEK)</u>	
PARKING CONTROL OFFICER.....	7
POLICE RECORDS CLERK I .....	8
POLICE RECORDS CLERK II .....	9
POLICE DISPATCHER.....	8

COMMUNITY SERVICE OFFICER.....	10
SCHOOL RESOURCE OFFICER.....	12
POLICE OFFICE SUPERVISOR .....	10
* POLICE OFFICER.....	17
* POLICE SERGEANT .....	18
* POLICE LIEUTENANT.....	20
<u>FIRE SALARY (48 HOUR WEEK)</u>	
* FIREFIGHTER/EMT .....	17
* FIRE LIEUTENANT .....	18
* FIRE CAPTAIN.....	20
EXECUTIVE CAPTAIN (40 hours a week).....	20
* CIVIL SERVICE POSITIONS	
<u>MUNICIPAL COURT SALARY (WORK WEEK DETERMINED BY COURT)</u>	
PROBATION OFFICER I .....	11
PROBATION OFFICER II.....	12
CHIEF PROBATION OFFICER .....	16
<u>ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT</u>	
ECONOMIC DEVELOPMENT ADMINISTRATIVE ASSISTANT(PART-TIME) .....	6
<u>ENGINEERING SALARY (40 HOUR WEEK)</u>	
CONSTRUCTION ENGINEER/ENGINEERING TECHNICIAN .....	15
PLANNER .....	16
GIS COORDINATOR.....	16
SENIOR ENGINEER.....	18
<u>CODE ENFORCEMENT SALARY (40 HOUR WEEK)</u>	
HOUSING INSPECTOR .....	11
BUILDING INSPECTOR .....	16
BUILDING OFFICIAL.....	18
FIRE INSPECTOR.....	11
<u>LABOR, LABOR SUPERVISION AND TRADES (40 HOURS WEEK)</u>	
<u>GENERAL LABOR AND EQUIPMENT OPERATION HOURLY</u>	
CUSTODIAN I .....	5
CUSTODIAN II .....	8
PUBLIC WORKS GUARD .....	7
MAINTENANCE WORKER I.....	7
MAINTENANCE WORKER II.....	9
PARKING AND TRAFFIC TECHNICIAN.....	9
HEAVY EQUIPMENT OPERATOR.....	11
AUTOMOTIVE SERVICE WORKER.....	9
UTILITY SERVICE/MAINTENANCE WORKER.....	10
MAINTENANCE CREW LEADER.....	10
<u>GENERAL TRADES HOURLY</u>	
SIGN FABRICATOR .....	11
AUTOMOTIVE MAINTENANCE MECHANIC .....	13
AUTOMOTIVE MAINTENANCE WORKER .....	9
<u>LABOR AND TRADES SUPERVISION SALARY</u>	
MAINTENANCE SUPERVISOR I .....	12
MAINTENANCE SUPERVISOR II.....	16
PARK AND CEMETERY SUPERVISOR.....	16
PUBLIC WORKS SUPERVISOR .....	18
<u>RECREATION SALARY</u>	
RECREATION COORDINATOR .....	11
RECREATION SUPERVISOR .....	13
RECREATION SUPERVISOR/SENIOR CENTER MANAGER .....	13
<u>PUBLIC UTILITIES (40 HOUR WEEK)</u>	
<u>GENERAL PUBLIC UTILITY SALARY</u>	
METER READER HELPER.....	7
METER READER .....	8
METER MAINTENANCE WORKER.....	8
UTILITIES SERVICE WORKER.....	10
<u>WATER AND WATER POLLUTION CONTROL SALARY</u>	
ASSISTANT LABORATORY TECHNICIAN .....	11
LABORATORY TECHNICIAN II.....	14
LABORATORY TECHNICIAN II/ADMINISTRATIVE ASSISTANT .....	14
LABORATORY/TECHNICAL SERVICES SUPERVISOR.....	16
PRE-TREATMENT COORDINATOR .....	15

WATER ENGINEERING TECHNICIAN .....	13
ASSISTANT WATER ENGINEERING TECHNICIAN.....	11
WATER TREATMENT PLANT OPERATOR II .....	14
WATER POLLUTION CONTROL PLANT OPERATOR II .....	14
WATER POLLUTION CONTROL PLANT OPERATIONS SUPERVISOR .....	16
WATER TREATMENT PLANT CHIEF OPERATOR .....	15
TREATMENT PLANT MAINTENANCE SUPERVISOR.....	16
WATER DISTRIBUTION SUPERVISOR .....	18
<u>WATER AND WATER POLLUTION CONTROL    HOURLY</u>	
TREATMENT PLANT MECHANIC I.....	10
TREATMENT PLANT MECHANIC II .....	13
TREATMENT PLANT MECHANIC/ELECTRICIAN .....	14
LABORATORY TECHNICIAN I.....	10
LABORATORY TECHNICIAN I/ADMINISTRATIVE SECRETARY.....	11
WATER METER REPAIR WORKER .....	11
WATER TREATMENT PLANT OPERATOR I.....	10
WATER OPERATIONS/MAINTENANCE TECHNICIAN.....	11
WATER POLLUTION CONTROL PLANT OPERATOR I.....	10
WATER TREATMENT PLANT OPERATIONS/MAINTENANCE TECHNICIAN .....	11
<u>ELECTRICAL    SALARY</u>	
ELECTRIC DISTRIBUTION FIELD SUPERVISOR .....	16
ASSISTANT ELECTRIC DISTRIBUTION SUPERVISOR .....	18
OPERATING ENGINEER .....	16
ASSISTANT SENIOR ENGINEER.....	17
SENIOR ENGINEER - OPERATIONS .....	18
SENIOR ENGINEER - MAINTENANCE .....	18
<u>ELECTRIC    HOURLY</u>	
BUILDING CUSTODIAN II .....	12E
ELECTRIC GROUND WORKER.....	15E
MAINTENANCE WORKER II (ELECTRIC ASHWORKER/WATER TENDER).....	14E
ASSISTANT TREE TRIMMER.....	18E
TREE TRIMMER .....	20E
ELECTRIC METER REPAIR WORKER.....	18E
APPRENTICE ELECTRIC DISTRIBUTION WORKER .....	17E
ELECTRIC DISTRIBUTION WORKER II .....	19E
ELECTRIC DISTRIBUTION WORKER I .....	21E
UTILITY WORKER.....	21E
HEAVY EQUIPMENT OPERATOR (ELECTRIC YARD WORKER).....	18E
ELECTRICIAN.....	20E
STATIONARY ENGINEER .....	20E
ELECTRIC PLANT MECHANIC .....	18E
ELECTRIC PLANT MECHANIC/WELDER.....	19E
MAINTENANCE ELECTRICIAN .....	18E

E = ELECTRIC HOURLY

Section II: That this Ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the necessity to amend the classification and compensation plan for affected employees, and therefore, this ordinance shall be effective immediately upon its passage.

PASSED:

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Paul Hach, Jr.  
President of Council

ATTEST:

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Valerie Vargo  
Clerk of Council

ORDINANCE NO.

AN ORDINANCE ENACTING SECTION 1117.10 APPEARANCE STANDARDS FOR NONRESIDENTIAL USES IN THE B-1 AND B-2 DISTRICTS OF THE PAINESVILLE CODE OF 1998, RELATING TO COMMERCIAL PROPERTIES IN THE B-1 AND B-2 DISTRICTS and DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL of the City of Painesville, Lake County, Ohio:

**SECTION I.** That Section 1117.10 Appearance Standards for Nonresidential Uses in the B-1 and B-2 Districts of the Painesville Code of 1998 is hereby enacted to read as follows:

**1117.10 APPEARANCE STANDARDS FOR NONRESIDENTIAL USES IN THE B-1 AND B-2 DISTRICTS.**

In order to encourage high quality development of commercial properties, nonresidential uses in the B-1 and B-2 Districts shall be required to meet the standards of any applicable Design Review District and shall also be required to meet the following design elements:

- (a) Streetscape.
  - (1) Incorporate streetscape elements that are consistent with the 2010 Downtown Painesville Transportation and Streetscape Plan.
  - (2) Create appealing and comfortable outdoor spaces and orient buildings to form such areas using the open space as a focal point.
  - (3) Use trees, walls, topography, and other site features to further define the area and provide human scale.
  - (4) Provide shade with trees or overhangs from the buildings.
  - (5) Provide amenities as needed such as:
    - A. Street furniture, such as benches and picnic tables, lighting, and fountains;
    - B. Bike racks;
    - C. Outdoor cafes and seating areas.
  - (6) Install walkways to connect the sidewalk to building entrances.
- (b) Parking.
  - (1) Site a portion of parking out of public view at the rear and sides of buildings.
  - (2) Provide clear pedestrian paths and crossings from parking spaces to main entrances.
  - (3) Parking shall be screened along a sidewalk or public right of way through the layering of materials to create a vertical street edge. Materials may include a combination of grass, decorative fencing, trees, and base plantings that work in conjunction with light poles and other items within the right of way.
- (c) Landscaping. The extensive use of landscaping shall be required to improve the site appearance. The following landscape design elements shall be required:
  - (1) The use of street trees shall be required at fifty-foot intervals.
  - (2) Trees shall be planted within ten feet of the public right-of-way.
  - (3) Trees shall be a minimum of two-inch caliper.
  - (4) Each site shall have a minimum of thirty percent of the plant material as an evergreen variety.
  - (5) For parking lots of 20 or more spaces, a minimum of 10% of the interior of the parking lot shall be planted as landscape island areas distributed throughout the parking lot so as to provide visual and climatic relief from vast expanses of pavement.
  - (6) Landscaping shall be located adjacent to the building foundation whenever possible.
  - (7) Landscaping shall be maintained in good condition. Plant material shall be replaced when necessary to maintain the minimum requirements of the approved site plan.
- (d) Utilities and service areas.
  - (1) Locate utilities underground or in a manner so that they have the least negative visual impact from the street and adjoining development.
  - (2) All service areas shall be screened from view from a public street or public parking area.
  - (3) A building mass, portion of a building mass, garden wall, landscaping, or an ornamental fence with landscaping are among the methods that can be used to screen a service area.
  - (4) Screening does not need to occur at the point of access to a service area.
- (e) Exterior lighting.
  - (1) Lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design. Uplighting to enhance a building façade shall be included in the lighting plan.
  - (2) Coordinate the lighting plan with the landscaping plan to ensure areas are well lit and that any conflict between trees/landscaping and lighting is avoided.
  - (3) Coordinate updating street lighting with Painesville Municipal Electric.

- (f) Signs.
- (1) Coordinate the colors and styles of signs within each development area.
  - (2) Keep signs to the minimum number and size necessary for each development area.
  - (3) Landscape the base of freestanding signs with living plant material.
  - (4) Use materials and a color palette for signs to complement the materials and color palette of the main building.
  - (5) Place signs for both automobile traffic and pedestrians in areas that will not obstruct visibility.
  - (6) Comply with the requirements for signs as set forth in Chapter 1127 of this Code.
- (g) Style.
- (1) Architectural style is not restricted. Evaluation of the appearance of a project shall be based on the quality of the design.
  - (2) A single architectural style for all buildings within a development shall be used. Planned shopping centers shall be encouraged.
  - (3) All new buildings shall include a durable finished facade material on at least 75% of the wall area on any side of the building visible from the public right-of-way. Appropriate primary materials include, brick, stone, glass, natural wood clapboard, architectural concrete composite panels, fiber cement panels, synthetic materials which simulate natural or traditional materials may be used for incidental architectural detailing. Concrete blocks, smooth-faced tilt up concrete panels and vinyl exterior building materials are not permitted.
  - (4) Glass block shall not be used to fill window or door openings.
  - (5) Pre-engineered metal buildings and industrial-type structures featuring corrugated metal are not permitted.
  - (6) Roof types shall be appropriate to the building's architecture. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys, cupolas, clock towers and other similar elements are encouraged. Roofing material for sloped roofs shall be of traditional roof material such as wood, fiberglass, asphalt and metal.
- (h) Colors.
- (1) A coordinated palette of colors shall be used for each building or development.
  - (2) Use color variation to break up the mass of a building and provide visual interest.
  - (3) Façade colors shall be low-reflective, subtle, neutral or earth tone colors. Building trim and accent areas may feature brighter colors and may be used to express corporate identity.
- (i) Exceptions. Nothing in this section shall be construed to prevent or delay the reconstruction, alteration or demolition of a structure or feature which has been ordered by the City upon certification of an unsafe condition constituting an emergency. Similarly, nothing in this section shall be construed to govern or restrict routine maintenance activities which do not represent alterations in exterior appearance.

**SECTION II.** 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:

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Paul W. Hach II  
President of Council

ATTEST:

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Valerie Vargo  
Clerk of Council

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY OF PAINESVILLE, OHIO, TO PROCEED WITH THE DEMOLITION OF AN UNSAFE STRUCTURE LOCATED AT 518 CEDARBROOK DRIVE, IN THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO, AND TO REQUEST THE ASSISTANCE AND COOPERATION OF THE LAKE COUNTY LAND REUTILIZATION CORPORATION IN EFFECTING THE SAME, AND DECLARING AN EMERGENCY.**

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

**WHEREAS**, the structure located at 518 Cedarbrook Drive, City of Painesville, in Lake County, Ohio, Permanent Parcel Number #15C035B010100, is owned by Melody Whitman, and it has been found to be in an unsafe condition, and it is determined by City Council that this structure needs to be demolished, authorizing the same to be demolished;

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

**Section 1.** Council does hereby find and determine that the structure existing at 518 Cedarbrook Dr. in Painesville, Lake County, Ohio is in an unsafe condition and should be demolished; and that the Administration is hereby authorized to carry out such actions as may be necessary to accomplish the same according to the law.

**Section 2.** That this Council hereby requests the Lake County Land Reutilization Corporation to assist and cooperate with the City Administration to accomplish the demolition of said structure; and specifically, this Council requests the Lake County Land Reutilization Corporation to exercise its authority to demolish the structure for the expense thereof, and this Council authorizes the Lake County Land Reutilization Corporation to enter into such contracts, execute such documents, and do all things as may be necessary to accomplish the same.

**Section 3.** That the formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

**Section 4.** 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 further reason find that it is necessary that this measure becomes effective immediately in order to allow the Lake County Land Reutilization Corporation to demolish the properties while funding is still available; and, therefore, this Resolution shall be in full force and effect immediately upon passage by the City Council.

PASSED:

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PAUL W. HACH II  
PRESIDENT OF COUNCIL

ATTEST:

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VALERIE VARGO  
CLERK OF COUNCIL

RESOLUTION NO

A RESOLUTION ADOPTING THE 2021 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 2021 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 TWOTHIRDS MEMBERS THEREOF CONCURRING:

SECTION I. That the Tax Budget of the City of Painesville, Ohio for the year 2021 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 2021 Tax Budget in accordance with applicable provisions of the Ohio Revised Code, and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

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Paul Hach III  
President of Council

ATTEST:

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Valerie Vargo  
Clerk of Council

# TAX BUDGET FOR

City of Painesville

FOR THE FISCAL YEAR

\_\_\_01\_\_\_ / \_\_\_01\_\_\_ / \_\_\_21\_\_\_ TO \_\_\_12\_\_\_ / \_\_\_31\_\_\_ / \_\_\_21\_\_\_

***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.

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

# LAKE COUNTY, OHIO

\_\_\_01\_\_\_ / \_\_\_01\_\_\_ / \_\_\_21\_\_\_ TO \_\_\_12\_\_\_ / \_\_\_31\_\_\_ / \_\_\_21\_\_\_

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 SECTION 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, 2021, has been adopted by the Painesville City Council 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

<i>FOR SUBDIVISION USE</i>		<i>FOR BUDGET COMMISSION USE</i>			<i>FOR COUNTY AUDITOR USE</i>	
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	
GENERAL FUND	510,265.42	\$	\$			
BOND RETIREMENT FUND	56,395.70					
POLICE PENSION FUND	70,870.66					
FIRE PENSION FUND	72,019.48					
FIRE LEVY FUND	101,832.63					
FIRE IMPROVEMENT LEVY	319,773					
ROAD IMPROVEMENT LEVY	\$642,798					
POLICE LEVY NEW	\$596,644					
<b>TOTALS: ALL FUNDS</b>	\$2,370,598	\$0	\$0	0.00	0.00	

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



# STATEMENT OF FUND ACTIVITY

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

EXHIBIT I

FUND: General Fund

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	\$453,595	\$455,702	\$463,679	\$454,405
Homestead, Rollback & 10,000 Exempt	55,338	56,324	57,000	\$55,860
Local Govm't/Rev. Ass't. Fund	732,235	799,374	730,000	710,000
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.	20,000	20,000		
Other Revenues	12,470,935	12,899,482	11,602,811	11,500,000
<b>TOTAL REVENUES</b>	<b>13,732,103</b>	<b>14,230,882</b>	<b>12,853,490</b>	<b>12,720,265</b>
<b>TOTAL EXPENDITURES</b>	<b>13,327,772</b>	<b>13,722,010</b>	<b>13,130,045</b>	<b>13,392,646</b>
REVENUES OVER (UNDER) EXPENDITURES	404,331	508,872	(276,555)	(672,380)
BEGINNING CASH BALANCE	3,571,101	3,975,432	4,484,304	4,207,749
ENDING CASH BALANCE	\$3,975,432	\$4,484,304	\$4,207,749	\$3,535,368
ENCUMBRANCES AT YEAR END	\$1,006,921	\$1,315,868	\$1,000,000	\$1,000,000

FUND: Bond Retirement Fund

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	\$50,398	\$53,725	\$54,000	\$52,920
Homestead, Rollback & 10,000 Exempt	2,776	5,000	\$3,853	3,476
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.	405	450		
Other Revenues	56			
<b>TOTAL REVENUES</b>	<b>53,635</b>	<b>59,175</b>	<b>57,853</b>	<b>56,396</b>
<b>TOTAL EXPENDITURES</b>	<b>646</b>	<b>585</b>	<b>900</b>	<b>900</b>
REVENUES OVER (UNDER) EXPENDITURES	52,989	58,590	56,953	55,496
BEGINNING CASH BALANCE	304,936	357,925	416,515	473,468
ENDING CASH BALANCE	\$357,925	\$416,515	\$473,468	\$528,964
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  
(Continued)*

FUND: Police Pension Fund

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	54,324	58,723	57,441	56,292
Homestead, Rollback & 10,000 Exempt	12,653	15,115	14,876	14,578
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues				
TOTAL REVENUES	66,977	73,838	72,317	70,871
TOTAL EXPENDITURES	808	729	101,000	101,000
REVENUES OVER (UNDER) EXPENDITURES	66,169	73,109	(28,683)	-30,129
BEGINNING CASH BALANCE	75,522	141,691	214,800	186,117
ENDING CASH BALANCE	\$141,691	\$214,800	\$186,117	\$155,988
ENCUMBRANCES AT YEAR END	\$0	\$0	\$0	\$0

FUND: Fire Pension Fund

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	54,324	58,723	57,441	57,441
Homestead, Rollback & 10,000 Exempt	12,653	15,115	14,876	14,578
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues				
TOTAL REVENUES	66,977	73,838	72,317	72,019
TOTAL EXPENDITURES	808	729	101,000	101,000
REVENUES OVER (UNDER) EXPENDITURES	66,169	73,109	(28,683)	-28,981
BEGINNING CASH BALANCE	75,566	141,735	214,844	186,161
ENDING CASH BALANCE	\$141,735	\$214,844	\$186,161	\$157,180
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  
(Continued)*

FUND: Fire Levy Fund

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	96,116	97,214	96,785	94,849
Homestead, Rollback & 10,000 Exemp	8,185	8,675	7,061	6,983
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues	0	2,765		
<b>TOTAL REVENUES</b>	104,301	108,654	103,846	101,833
<b>TOTAL EXPENDITURES</b>	87,210	77,347	80,700	82,314
REVENUES OVER (UNDER) EXPENDITURES	17,091	31,307	23,146	19,519
BEGINNING CASH BALANCE	254,525	271,616	302,923	326,069
ENDING CASH BALANCE	\$271,616	\$302,923	\$326,069	\$345,588
ENCUMBRANCES AT YEAR END	\$0	\$0		

FUND: Police Levy - New

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	\$0	\$0	\$586,711	\$574,977
Homestead, Rollback & 10,000 Exemp	0	0	22,109	21,667
S. B. 3 & 287 Dereg. Reimb.	0	0		
Personal Property Reimb.	0	0		
Other Revenues	0	0		
<b>TOTAL REVENUES</b>	0	0	608,820	596,644
<b>TOTAL EXPENDITURES</b>	0	0	608,820	596,644
REVENUES OVER (UNDER) EXPENDITURES	0	0	0	(0)
BEGINNING CASH BALANCE	0	0		
ENDING CASH BALANCE	\$0	\$0	\$0	(\$0)
ENCUMBRANCES AT YEAR END	\$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  
(Continued)*

FUND: Fire Improvement Levy - New

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	308,438	311,760	305,594	299,482
Homestead, Rollback & 10,000 Exempt	22,273	26,262	20,705	20,291
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues				
<b>TOTAL REVENUES</b>	<b>330,711</b>	<b>338,022</b>	326,299	319,773
<b>TOTAL EXPENDITURES</b>	<b>174,121</b>	<b>450,642</b>	<b>119,350</b>	<b>122,931</b>
REVENUES OVER (UNDER) EXPENDITURES	156,590	-112,620	206,949	196,843
BEGINNING CASH BALANCE	361,190	517,780	405,160	612,109
ENDING CASH BALANCE	517,780	405,160	\$612,109	\$808,952
ENCUMBRANCES AT YEAR END	62,949	30,752	\$50,000	\$50,000

FUND: Road Improvement Levy - New

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	629,560	638,752	\$620,712	\$608,298
Homestead, Rollback & 10,000 Exempt	39,637	47,846	35,204	34,500
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues				
<b>TOTAL REVENUES</b>	<b>669,197</b>	<b>686,598</b>	655,916	642,798
<b>TOTAL EXPENDITURES</b>	<b>589,296</b>	<b>607,229</b>	<b>855,800</b>	<b>641,000</b>
REVENUES OVER (UNDER) EXPENDITURES	79,901	79,369	(199,884)	1,798
BEGINNING CASH BALANCE	416,211	496,112	575,481	375,597
ENDING CASH BALANCE	496,112	575,481	\$375,597	\$377,395
ENCUMBRANCES AT YEAR END	67,017	32,897	\$75,000	\$75,000

# STATEMENT OF FUND ACTIVITY

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

*EXHIBIT I  
(Continued)*

FUND: \_\_\_\_\_

DESCRIPTION	FOR 2018 ACTUAL	FOR 2019 ACTUAL	2020 CURRENT YEAR ESTIMATE	2021 BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)	0	0		
Homestead, Rollback & 10,000 Exempt	0	0		
S. B. 3 & 287 Dereg. Reimb.	0	0		
Personal Property Reimb.	0	0		
Other Revenues	0	0		
TOTAL REVENUES	0	0	0	0
TOTAL EXPENDITURES	0	0		
REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0
BEGINNING CASH BALANCE	0	0		
ENDING CASH BALANCE	\$0	\$0	\$0	\$0
ENCUMBRANCES AT YEAR END	\$0	\$0		

FUND: \_\_\_\_\_

DESCRIPTION	FOR 20____ ACTUAL	FOR 20____ ACTUAL	20____ CURRENT YEAR ESTIMATE	20____ BUDGET YEAR ESTIMATE
REVENUES:				
Property Taxes (Real & Personal)				
Homestead, Rollback & 10,000 Exempt				
S. B. 3 & 287 Dereg. Reimb.				
Personal Property Reimb.				
Other Revenues				
TOTAL REVENUES	0	0	0	0
TOTAL EXPENDITURES				
REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0
BEGINNING CASH BALANCE				
ENDING CASH BALANCE	\$0	\$0	\$0	\$0
ENCUMBRANCES AT YEAR END				

# 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 01/01/2021	AMOUNT REQUIRED FOR PRINCIPAL & INTEREST PAYMENTS 01/01/2021 TO 12/31/2021
<b>INSIDE TEN MILL LIMIT:</b>								
Various Purpose Bonds		2007	2028	2007	Term	4.25-5%	\$695,000	\$165,250
Renaissance Parkway Bond		2005	2025	2005	Term	4.75%	140,000	32,000
Shamrock Bridge Bond		2012	2034	2012	Term	3%	1,326,000	112,896
<b>TOTAL</b>							<b>\$2,161,000</b>	<b>\$310,146</b>
<b>OUTSIDE TEN MILL LIMIT:</b>								
<b>TOTAL</b>							<b>\$0</b>	<b>\$0</b>

\* 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 \_\_\_\_\_-20**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT FUNDING PROVIDED BY THE CONRONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

**WHEREAS**, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310 of the 133<sup>rd</sup> General Assembly (SB 310); and

**WHEREAS**, SB 310 requires subdivisions receiving funds, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

**WHEREAS**, City of Painesville is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

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

**SECTION I.** Painesville City Council affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to SB 310 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in City of Painesville’s most recently approved budget as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

**SECTION II.** Painesville City Council hereby directs the City Manager to ensure that the Finance Director take all necessary actions to comply with SB 310, and includes the following:

- a. On or before October 15, 2020, pay any unencumbered balance of money in the City of Painesville’s local coronavirus relief fund to the County Treasurer; and
- b. On or before December 28, 2020, pay the balance of any money in the City of Painesville’s local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- c. Provide any information related to any payments received under S.B. 310 to the Director of the Ohio Office of Budget and Management as requested.

**SECTION III.** That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to recover funding already expended as a result of COVID-19; therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

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Paul W. Hach II  
President of Council

ATTEST:

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Valerie Vargo, CMC  
Clerk of Council

RESOLUTION NO.

A RESOLUTION APPROVING THE  
CREATION OF THE CARES ACT FUND  
FOR THE 2020 OPERATING BUDGET,  
AND DECLARING AN EMERGENCY

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

SECTION I. That the creation of the following fund is hereby approved for  
the 2020 Operating Budget to comply with the requirements of the Government  
Accounting Standards Board Pronouncement Number 34.

SPECIAL REVENUE FUNDS

CARES ACT FUND #239

SECTION II. That this Ordinance is passed as an emergency measure for the  
protection and preservation of the peace, health, safety and general welfare of  
the inhabitants of the City of Painesville, the emergency being the immediate  
necessity to modify the rate structure in the City of Painesville, and therefore  
this Ordinance shall immediately become effective.

PASSED:

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Paul W. Hach, II  
President of Council

ATTEST:

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Valerie Vargo  
Clerk of Council

RESOLUTION NO. \_\_\_\_\_-2020

**RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY LAND REUTILIZATION CORPORATION FOR THE DEMOLITION OF 459 STORRS STREET, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Painesville budgeted funds to demolish the former Public Service building located at 459 Storrs Street; and

**WHEREAS**, City Council authorized staff to advertise for bids and enter into a contract for the demolition of the Public Service building; and

**WHEREAS**, the City of Painesville received notice that the Lake County Land Reutilization Corporation is willing to provide half the funding for the abatement and demolition of the former Public Service building estimated at \$35,000; and

**WHEREAS**, the Lake County Land Reutilization Corporation requested that the City of Painesville enter into an agreement to reimburse them for their portion of the costs should the City of Painesville sell the property at 459 Storrs Street.

**NOW, THEREFORE**, be it resolved by the Council of the City of Painesville, Lake County, Ohio:

**SECTION 1.** That the City Council hereby authorizes and directs the City Manager to enter into an agreement with the Lake County Land Reutilization Corporation for the demolition of 459 Storrs Street.

**SECTION 2.** That this Resolution is hereby declared to be an emergency measure necessary for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City of Painesville, and for the further need to demolish the building that has been determined to be unsafe; and therefore this Resolution shall be effective immediately upon its passage.

PASSED:

\_\_\_\_\_  
PAUL W. HACH II  
President of Council

ATTEST:

\_\_\_\_\_  
VALERIE VARGO  
Clerk of Council

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NEXTSITE, LLC FOR RESEARCH, MARKETING AND CONSULTING SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the Concord Township-City of Painesville Joint Economic Development District (the JEDD) recently entered into a Contract with NextSite, LLC, and Alabama limited liability company (NextSite) whereby NextSite would provide to the JEDD certain services to promote commercial development within the JEDD, a copy of which is marked as Exhibit "A", attached hereto and incorporated herein (the Agreement); and

WHEREAS, within the aforementioned Agreement are provisions allowing the City of Painesville (the City) to "opt into" said Agreement and receive NextSite services in order to promote commercial development with the City; and

WHEREAS, the Painesville City Council believes that it is in the best interest of the City to opt into the Agreement for a period not to exceed three (3) years and a success fee schedule, as defined in the Agreement, per successful NextSite retail location event in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Painesville, Lake County, Ohio, two-thirds of all members elected thereto concurring:

SECTION I. That the City Manager is hereby authorized to opt into the Agreement by entering into a separate agreement with NextSite, the same or similar as that set forth in Exhibit "A" for a term not to exceed three (3) years and for specific targeted areas in which a success fee per successful NextSite retail location event would apply.

SECTION IV. That this Resolution is declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare, the emergency being and therefore, this Resolution shall become effective immediately upon its passage.

PASSED: \_\_\_\_\_, 2020.

\_\_\_\_\_  
PAUL W. HACH, II  
Council President

ATTEST:

\_\_\_\_\_  
VALERIE VARGO, CMC  
Clerk of Council



**AGREEMENT TO PROVIDE  
RESEARCH, MARKETING & CONSULTING SERVICES**

**THIS AGREEMENT** is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and Concord-Painesville JEDD (hereinafter referred to as “Client”) on this the **19<sup>th</sup>** day of **June, 2020**, as follows:

**WHEREAS**, the Client desires to have performed those services identified on Exhibit B attached hereto (the “Project”) for the Concord-Painesville JEDD which it believes will promote the efficient operation of the Client; and,

**WHEREAS**, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

**1. SCOPE OF SERVICES**

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment in the Concord-Painesville JEDD area defined by Exhibit C. Upon notification, the City of Painesville and/or Concord Township may join this agreement and will be subject to the same success fee schedule outlined in Exhibit A.

**2. TIME OF PERFORMANCE**

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3)

calendar years which shall be calculated as **June 19<sup>th</sup>, 2020 to June 18<sup>th</sup>, 2023 with success fees due on any project opened during the three year engagement or within 24 months of June 18<sup>th</sup>, 2023 or any extension thereof.**

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

### **3. COMPENSATION**

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$15,000** for the first year plus the success fees outlined in Exhibit A below. Payment is to be made upon execution of this agreement and receipt of invoices from NextSite, LLC. The compensation for years two and three shall be **\$15,000** per year plus success fees payable as outlined in Exhibit A below. Payment is to be made upon receipt of the invoices from NextSite, LLC. The client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$16,500** per year and thereafter under the same payment terms, as mutually agreed between Client and Consultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on past-due invoices or unpaid balances. If Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may initiate collections proceedings, including payment for costs associated with such collection efforts.

Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the Concord-Painesville JEDD.

**4. CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

**5. LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required.

Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch, VP of Business Development. Consultant will also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

**6. MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

**7. INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the

intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

#### **8. INFORMATION AND REPORTS**

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

#### **9. COPYRIGHT INFORMATION**

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts in its communities and county, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

#### **10. APPLICABLE LAWS**

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

#### **11. INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

#### **12. TERMINATION**

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit B of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance.

In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve-month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

**13. CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

**14. NOTICES/PARTIES REPRESENTATIVES**

The primary representative of the Client for this agreement shall be Rita McMahon, Administrator, Concord-Painesville JEDD.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Rita McMahon, Administrator  
Concord-Painesville JEDD  
7229 Ravenna Rd  
Painesville, OH 44077  
(440) 354-7500  
[administrator@cpjedd.com](mailto:administrator@cpjedd.com)

Consultant: NextSite LLC  
880 Montclair Road  
Suite 625  
Birmingham, AL 35213  
Attention: Chuck Branch

**15. REPRESENTATIVE CAPACITY**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for

concepts likely to consider markets like Concord-Painesville JEDD area. Client acknowledges that one of the key benefits of this engagement is local support of the community's existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite's services beyond the delivery of the research and market analysis.

16. **MISCELLANEOUS**

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best

of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, should the City of Painesville and Concord Township opt into this agreement, the Concord-Painesville JEDD may share any research, market analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities working for or on behalf of the City of Painesville and Concord Township.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

**Governing Law:** The laws of the State of Ohio, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:  
Concord-Painesville JEDD  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONSULTANT:  
NextSite, LLC  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

In consideration of NextSite's agreement to significantly reduce its standard engagement fee (from \$35,000 per year to \$15,000 per year), the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years) or any extension of the agreement. A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet - \$7,500 per development
- Multi-tenant development or single tenant retailer(s) between 10,001 and 50,000 square feet - \$15,000 per development
- Multi-tenant development or single tenant retailer(s) between 50,001 and 100,000 square feet - \$20,000 per development
- Development or single tenant retail of 100,001+ square feet - \$30,000 per location
- Multi-family, hospitality, healthcare, entertainment or senior housing development - \$25,000 per location if the developer is introduced to the market by NextSite

# NextSite

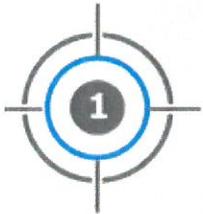
connecting opportunities

PREPARED FOR:

**CONCORD-PAINESVILLE JEDD**

CHARLES BRANCH  
VP OF BUSINESS DEVELOPMENT  
880 MONTCLAIR ROAD SUITE 625  
BIRMINGHAM, AL 35213  
205.218.9578  
charles@NextSite.net

# NextSite



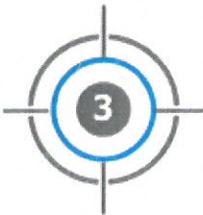
## ***Research/Market Analysis***

Understanding market analysis that drives commercial development.



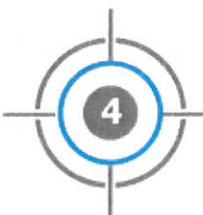
## ***Identify Realistic Retail Targets***

Through extensive analysis, demographic profiling, parameter matching, and retailer site selection experience, we can identify new retail, restaurant and commercial opportunities for your market.



## ***Marketing & Recruiting***

Pro-active outreach to developers and tenant reps puts your community's opportunities in front of the commercial real estate professionals that drive site decisions.



## ***Results***

The primary goal is to affect positive change in your community while maximizing your return on investment.

# The NextSite Team



*The NextSite team is client focused and passionate about connecting opportunities to affect positive change in the communities we serve. Our process is driven by an understanding that decision critical market analysis, realistic target identification, pro-active recruitment and communication lead to success.*

# Key Personnel



## CHUCK BRANCH

MANAGING PARTNER

**Chuck** is the Managing Partner of NextSite. Chuck has spent the past 20 years providing research and marketing services to the public sector, commercial developers and commercial real estate firms. His background includes research, consulting, project management and product implementation. He is a graduate of the University of Alabama with a Bachelor of Science degree in Accounting and minors in Marketing and English Literature. Chuck is a member of the International Council of Shopping Centers.

## MIKE RHODES

SENIOR VP OF CORPORATE DEVELOPMENT

**Mike** is the Senior VP of Corporate Development for NextSite. Prior to joining NextSite, Mike spent over 17 years with Alabama Power Company and Southern Company holding various roles in their Marketing, Customer Service, Energy Service and National Account groups. Mike holds certifications as a Certified Energy Manager and Certified Food Service Professional. Mike is a graduate of Auburn University at Montgomery with a Bachelor of Science degree in Marketing. Mike maintains memberships in the International Council of Shopping Centers and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).



## DOUG NEIL

**Doug** serves as Managing Partner of Redmont Consulting Group, and is a Member of NextSite, LLC. Prior to Redmont, Doug served as Vice President of Development and Consulting with Daniel Community Advisors. His professional experience includes strategic consulting and incentive negotiation, economic and community development, international banking and corporate finance. He holds a master's degree in International Business Studies from the University of South Carolina and a Bachelor of Arts degree in Economics from Davidson College. Doug is a member of the International Council of Shopping Centers.



## CHARLES BRANCH

VP OF BUSINESS DEVELOPMENT

**Charles** is a Member of NextSite LLC and Vice President of Business Development for NextSite. His focus is on new client engagement, communications and proactive recruitment of developers and tenant reps. He is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. Charles is a member of the International Council of Shopping Centers.



## TYLER DAY

DIRECTOR OF LOCATION & BUSINESS INTELLIGENCE

**Tyler** is Director of Location & Business Intelligence. He previously worked for the Oglethorpe County (GA) Board of Commissioners in a GIS data collection and maintenance capacity. He also performed GIS research and data collection for the University of Georgia. Tyler has extensive experience with geographic information systems and economic development concepts.

Tyler is a graduate of the University of Georgia and holds a Bachelor of Science in Geography and a GIS Certificate. He is a member of the International Council of Shopping Centers.



## ANDY CAMP

VP OF BUSINESS DEVELOPMENT

**Andy** is the Vice President of Business Development for NextSite. Prior to joining the NextSite team, Andy served as an economic development officer for Carrol County, GA and the City of LaGrange, Troup County, GA. He spent 14 years in the construction and development industries prior to entering economic development. His previous construction experience includes two hospitals, multiple data centers, and academic buildings for universities. For developers, he consulted on numerous industrial, commercial and residential land developments including two LEED certified projects.

Andy is a graduate of the McWhorter School of Building Science at Auburn University. He is also a graduate of Leadership Georgia Class of 2015, a professional land surveyor in three states, a LEED AP and a member of the International Council of Shopping Centers.



## SHELLEY SHORES

VP OF BUSINESS DEVELOPMENT



**Shelley** is the Vice President of Business Development for NextSite. Prior to joining NextSite, Shelley was a Sales Executive with Xceligent, Inc. where she was responsible for sales, service and training for both the Birmingham and Huntsville markets. She worked extensively with local brokers, developers, investors, appraisers and municipalities. Prior to joining Xceligent, Shelley spent ten years in economic development with both the Birmingham Metropolitan Development Board and the Birmingham Business Alliance.

Shelley is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. She currently serves on the NAIOP Alabama Board of Directors and is a member of the International Council of Shopping Centers.

# Our Solution



# NextSite's Process for your Community

Day  
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day  
1-15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed



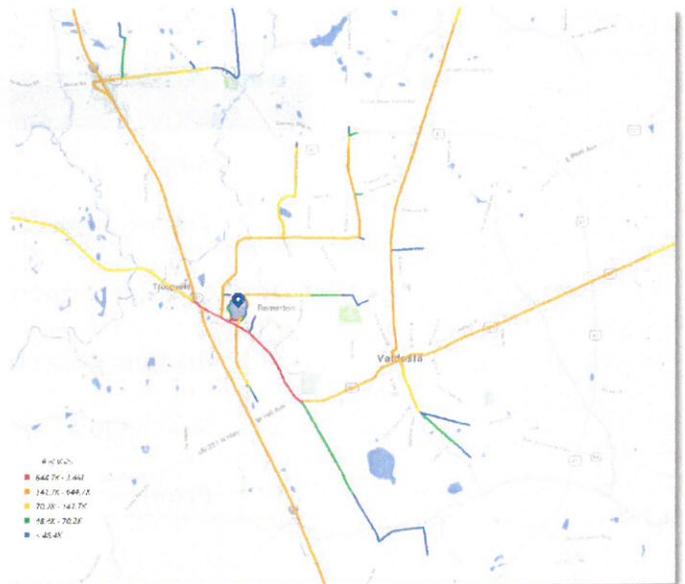
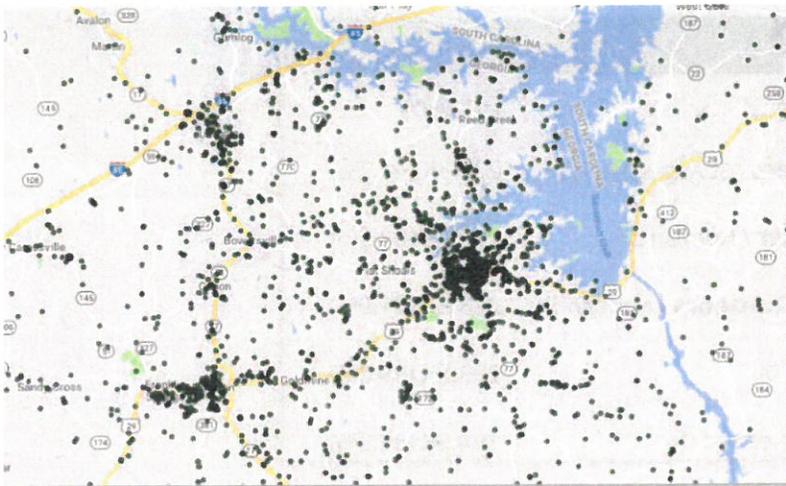
Mobile Mapping

## Identify the Appropriate Retail Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, onsite market visits and analysis of consumer travel patterns and customer journey.

## Consumer Travel Patterns

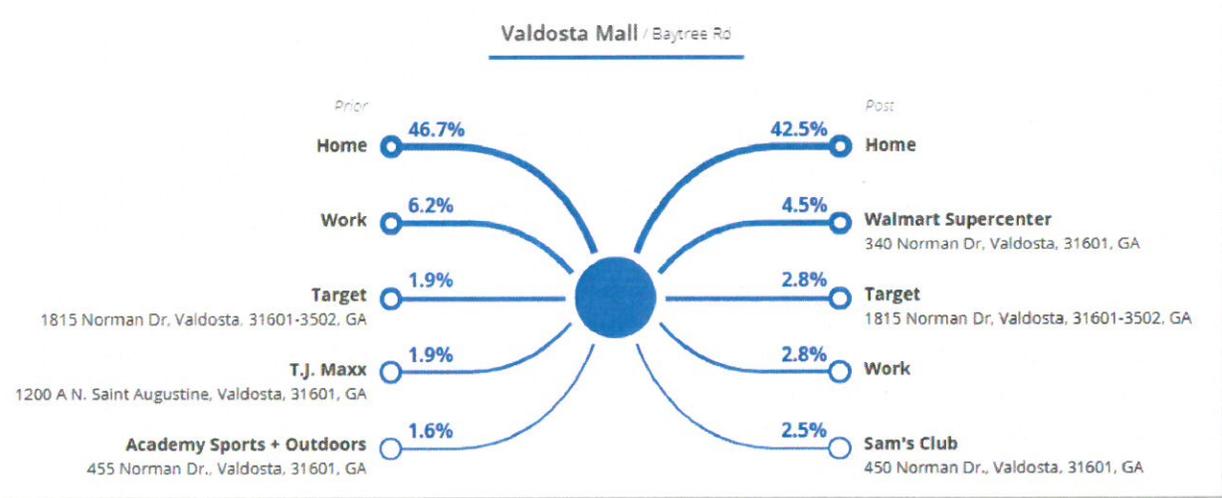
Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common Daytime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



## Customer Journey

Customer Journey Analytics based on a market's primary retailer/commercial asset allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community's ability to draw consumers into the market from the surrounding areas.

Estimated Number of Customers, Estimated Number of Visits and Visits Trends – The Customer Journey Analytics report highlights the number of unique customers visiting the primary retailer (or targeted location) as well as the total number of visits.

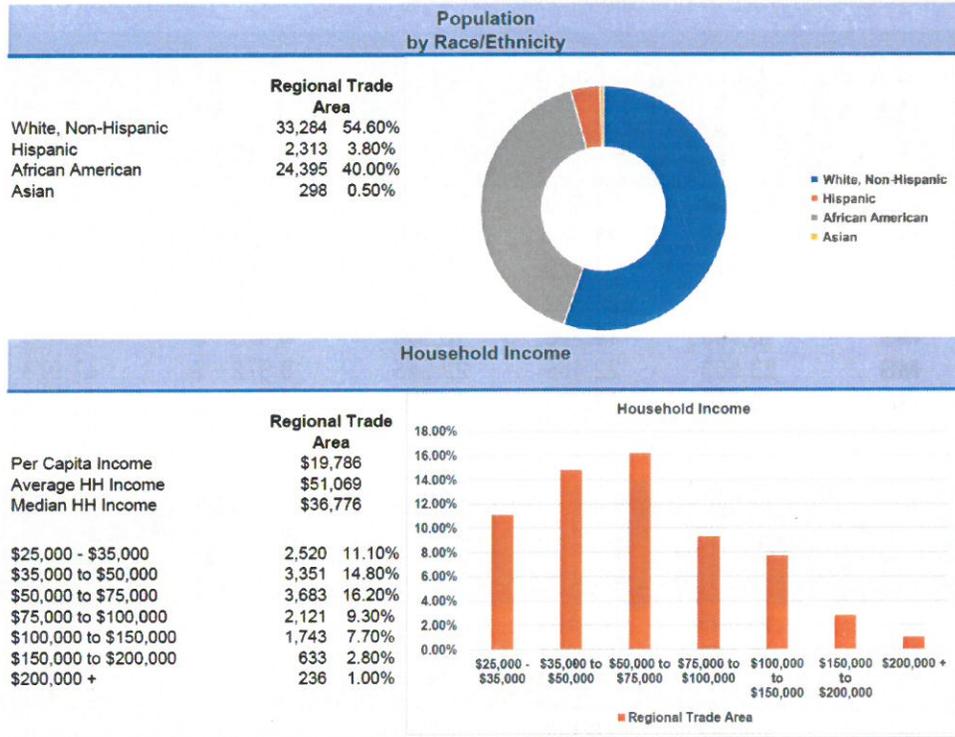


Valdosta Mall		
	Place	Customers
1	<b>Valdosta Mall Corners</b> / St Augustine Road	238.8K (44.7%)
2	<b>Walmart Supercenter</b> / Norman Dr	232.6K (43.5%)
3	<b>Academy Sports + Outdoors</b> / Norman Dr.	223.8K (41.9%)
4	<b>Sam's Club</b> / Norman Dr.	209.5K (39.2%)
5	<b>Promenade Plaza</b> / Norman Dr	194.2K (36.3%)



## Perform Market & Retail GAP/Leakage Analysis

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household-level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources.



### Food and Beverage Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Food and beverage stores (NAICS 445)	147,203,272	226,357,123	78,054,477
Grocery stores (NAICS 4451)	144,452,022	203,578,203	58,127,569
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	141,892,663	194,213,896	51,365,795
Convenience stores (NAICS 44512)	2,559,359	9,364,306	6,761,774
Specialty food stores (NAICS 4452)	425,829	7,315,792	6,853,467
Meat markets (NAICS 44521)	2,418	2,403,249	2,388,854
Fish and seafood markets (NAICS 44522)	188,088	881,077	688,595
Fruit and vegetable markets (NAICS 44523)	142,445	1,493,526	1,343,626
Other specialty food stores (NAICS 44529)	92,877	2,537,940	2,432,393
Baked goods stores and confectionery and nut stores (NAICS 445291 + 445292)	90,954	1,363,620	1,265,851
All other specialty food stores (NAICS 445299)	1,923	1,174,320	1,166,542
Beer, wine, and liquor stores (NAICS 4453)	2,325,421	15,463,128	13,073,441

### Health and Personal Care Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Health and personal care stores (NAICS 446)	69,544,450	102,034,312	32,035,082
Pharmacies and drug stores (NAICS 44611)	67,114,732	84,865,083	17,373,163
Cosmetics, beauty supplies, and perfume stores (NAICS 44612)	909,518	6,433,283	5,495,282
Optical goods stores (NAICS 44613)	7,681	3,571,312	3,546,458
Other health and personal care stores (NAICS 44619)	1,512,519	7,164,835	5,620,178
Food (health) supplement stores (NAICS 446191)	482,245	2,624,895	2,130,820
All other health and personal care stores (NAICS 446199)	1,030,274	4,539,740	3,489,358



Peer  
Analysis

### Conduct Retail Peer Identification & Analysis

Retailers tend to locate in similar communities and/or trade areas. By identifying communities similar to yours from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Albertville	AL	20,687	20,929	21,837	7,406	\$ 50,633	\$ 292,035,764
Anniston	AL	23,120	21,520	21,791	9,227	\$ 49,467	\$ 284,811,812
Leesburg	FL	21,123	23,064	24,166	9,923	\$ 53,361	\$ 335,226,600
Candler-McAfee	GA	22,945	23,222	23,287	8,656	\$ 48,993	\$ 344,953,815
Griffin	GA	23,581	23,302	23,771	8,573	\$ 49,609	\$ 329,036,186
Laurel	MS	18,998	18,200	18,265	6,573	\$ 47,633	\$ 249,755,290
Vicksburg	MS	23,503	22,485	22,545	8,972	\$ 47,978	\$ 306,068,885
Shelbyville	TN	20,587	22,203	24,276	8,005	\$ 53,671	\$ 312,386,271

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Helena	AL	16,809	19,561	21,901	7,044	\$ 89,112	\$ 322,145,245
Pelham	AL	19,169	20,971	22,829	8,099	\$ 85,535	\$ 338,902,533
Fayetteville	GA	17,399	18,730	19,604	7,050	\$ 89,755	\$ 309,342,117
Carrboro	NC	19,201	20,606	21,893	9,016	\$ 88,222	\$ 334,707,676
Clemmons	NC	18,261	20,065	21,049	7,902	\$ 90,668	\$ 316,692,352
Fort Mill	SC	11,742	17,683	21,800	6,613	\$ 93,181	\$ 272,307,124

Day  
15-30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed



Consumer  
Research

### Lifestyles – Psychographic Profiles of Trade Area/Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community's shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

N   •   N46   •   N47   •   N48   •   N49
Johnny & Janice

N48
**Rural Southern Bliss**  
Lower to middle income multi-generational families living in small towns
🏠 1.45% | 1.65% 👤



#### Who We Are

<b>Head of household age</b> <span style="font-size: 1.5em;">46-50</span> <small>12.1%   141</small>	<b>Type of property</b> <span style="font-size: 1.5em;">Single family</span> <small>97.8%   123</small>
<b>Estimated household income</b> <span style="font-size: 1.5em;">\$35,000-\$49,999</span> <small>19.7%   144</small>	<b>Household size</b> <span style="font-size: 1.5em;">3 persons</span> <small>13.9%   113</small>
<b>Home ownership</b> <span style="font-size: 1.5em;">Homeowner</span> <small>77.6%   119</small>	<b>Age of children</b> <span style="font-size: 1.5em;">7-9</span> <small>13.2%   140</small>

#### Channel Preference

64	99	66
217	28	29

#### Key Features

- Fashion-focused
- Limited discretionary spend
- Aspirational
- Multi-generational households
- Modest educations
- Status-shoppers

#### Technology Adoption










Mosaic USA
© 2017 Experian Ltd

Day  
30-45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ NextSite Retailer Target List completed
- ✓ Retail Marketing Brochure completed



Retail Marketing  
Brochure



Retailer  
Targets

### Identification of Retail Prospects to be Targeted for Recruitment

NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms.

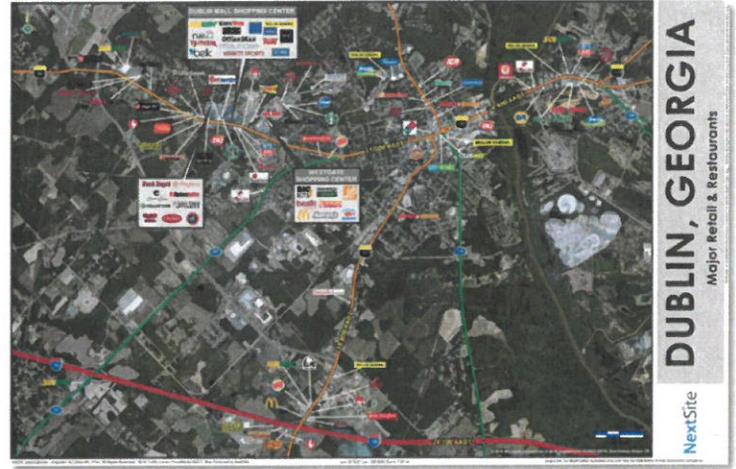
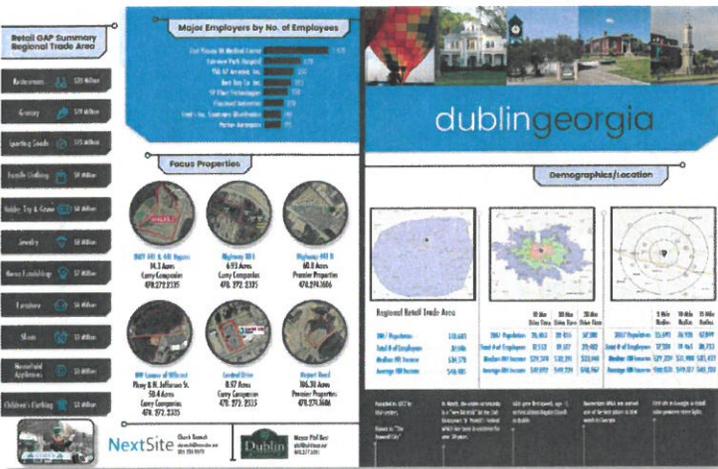
City	State	Population	Average HH Income	10 mi Population	10 mi Avg HH Inc	15 mi Population	15 mi Avg HH Inc	T.J. Maxx	HomeGoods	Ross Stores	Hobby Lobby Stores	Burlington Coat Factory	Five Below	ULTA Beauty	ALDI
Alexandria	LA	46,246	\$58,131	96,169	\$61,248	118,464	\$62,082	80	82	76	1	1	81	1	161
Kyle	TX	44,437	\$81,764	165,550	\$74,008	413,732	\$83,877	16	16	1	8	14	12	11	35
Nacogdoches	TX	33,869	\$54,127	52,034	\$59,665	62,801	\$61,009	21	79	21	2	22	58	21	62
Copperas Cove	TX	32,965	\$65,413	133,272	\$61,550	241,131	\$62,399	36	45	2	11	12	15	15	8
Cleburne	TX	30,920	\$64,887	73,703	\$70,003	158,226	\$77,008	16	16	16	13	23	16	16	12
Harker Heights	TX	29,029	\$83,742	224,328	\$65,317	301,643	\$69,314	30	41	1	4	4	1	1	4
Fuquay-Varina	NC	24,836	\$84,116	206,293	\$100,328	543,499	\$93,723	12	12	12	18	12	12	6	1
Kerrville	TX	24,256	\$65,339	46,386	\$67,753	54,910	\$69,835	45	45	45	44	50	44	45	96
Sidney	OH	20,553	\$65,587	41,524	\$70,753	90,023	\$67,994	33	37	104	29	29	29	33	2
Piqua	OH	19,930	\$53,733	76,791	\$66,332	142,329	\$69,477	28	28	98	20	20	20	28	2
Zachary	LA	16,959	\$88,057	85,362	\$66,907	247,843	\$61,868	20	20	20	16	16	20	16	236

### Develop Marketing Materials

NextSite develops marketing materials to market the community and site opportunities to retailers, developers and tenant reps.

### Major Retail Competition Aerial

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.



Day  
45-60+

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail



Conference Representation



Proactive Marketing



Tenant Rep Outreach



Developer Outreach

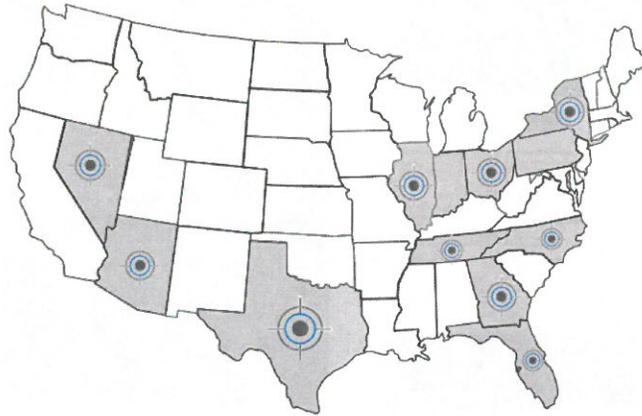


Retailer & Restaurant Outreach

## Proactive Retail Recruitment

The most important service we provide is proactively recruiting **developers and tenant reps** to position the identified target retailers/restaurants.

We have identified retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. NextSite meets with these retailers and developers in a variety of settings – corporate and ICSC functions – to position opportunities across our engaged city portfolio. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time, and their preferred way to discuss opportunities and market visits.



The NextSite conference schedule for the next 12 months includes the following conferences:

ICSC Red River Conference and Deal Making  
 ICSC West Florida IDEX  
 ICSC Carolinas Conference and Deal Making  
 ICSC North Florida IDEX  
 ICSC RECon  
 ICSC Tennessee/Kentucky IDEX  
 ICSC Illinois IDEX  
 ICSC Ohio IDEX  
 NABHOOD

ICSC Florida Conference and Deal Making  
 Retail Live!  
 Center Build  
 ICSC Southeast Conference and Deal Making  
 ICSC Chicago Conference and Deal Making  
 ICSC New York Deal Making  
 ICSC Gulf South IDEX  
 CenterBuild  
 Southern Lodging Summit

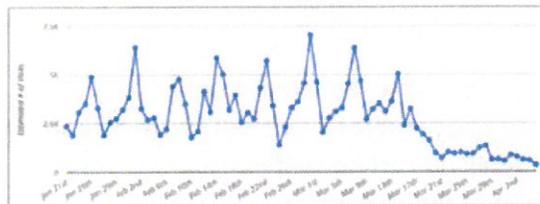


## COVID-19 Reporting

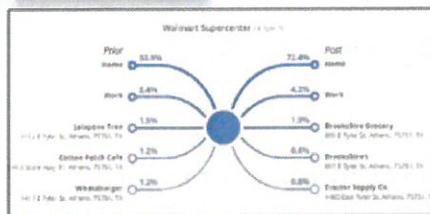
# NextSite

NextSite connects community and economic development leaders to the data they need to prepare for the re-opening of the economy

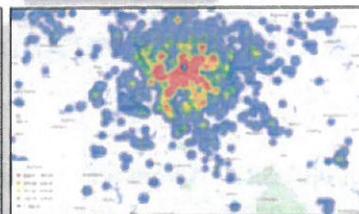
### Visit Trends



### Customer Journey



### Customer Visits



NextSite client community, Cleveland GA, shared NextSite's customer journey analytics with small, local business owners and community leadership to analyze the need for assistance through the crisis and to help prepare for the re-opening of the economy.

***"These NextSite customer journey reports were crucial to our local businesses and community leaders for measuring and understanding the potential impacts of the temporary shutdowns related to COVID-19. This is information we needed, that was otherwise unavailable without their assistance."***

***- Tom O'Bryant, City Administrator - Cleveland, Georgia.***

NextSite's Customer Journey Analytics can provide your community with detailed analysis of the impact that COVID-19 is having on your downtown, retail corridors, tourist attractions and hospitality locations. Below are just a few of the benefits these reports provide:

- Understanding the historical travel patterns and visits prior to the start of the pandemic
- A data driven analysis of the decrease in visits during COVID-19 and quarterly updates moving forward to quantify and measure the rebound
- Market analysis you can provide to local/small business owners, developers, property owners and brokers to assist their efforts

# Engagement Options

## Solution #1 - \$35,000/Yr

- Minimum 3-year agreement
- Updated research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Representation at 10+ retail real estate conferences
- Connecting opportunities to the appropriate real estate contacts
- Quarterly updates or more frequent as recruitment warrants

## Solution #2 - \$15,000/Yr + Success Fee

- Minimum 3-year agreement
- Updated research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Representation at 10+ retail real estate conferences
- Connecting opportunities to the appropriate real estate contacts
- Quarterly updates or more frequent as recruitment warrants

## Success Fee Contract Language & Schedule

In consideration of NextSite's agreement to significantly reduce its standard engagement fee (from \$35,000 per year to \$15,000 per year), the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years). A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet - \$7,500 per development
- Multi-tenant development or single tenant retailer(s) between 10,001 and 50,000 square feet - \$15,000 per development
- Multi-tenant development or single tenant retailer(s) between 50,001 and 100,000 square feet - \$20,000 per development
- Development or single tenant retail of 100,001+ square feet - \$30,000 per location
- Multi-family, hospitality, healthcare, entertainment or senior housing development - \$25,000 per location if the developer is introduced to the market by NextSite