

THE CITY OF STREETSBORO, OHIO  
FINANCE COMMITTEE MEETING AGENDA

Monday, August 26, 2024

TIME: 7:00 p.m.  
PLACE: Streetsboro City Council Chambers  
CHAIR: Justin Ring 216-410-5267  
VICE-CHAIR: Steve Michniak 330-676-3056

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Disposition of Minutes**  
Regular Finance Committee Meeting of July 22, 2024
5. **Monthly Financial Report**
6. **Old Business**  
None.
7. **New Business**
  - a. Update on CDBG Program/Fair Housing (Todd Peetz)
  - b. T-7648 Letters of Engagement w/State Auditor (Matt Miller)
  - c. T-7649 Amend Ord. No. 2024-106 Citizenserve Subscriptions (Matt Miller)
  - d. T-7650 Authorize Drone Aviation Insurance (Matt Miller)
  - e. T-7651 Authorize Contract for Repair or Replacement of Guardrails (Bill Miller)
  - f. T-7652 Authorize Auction of Two Unneeded Trucks (Bill Miller)
  - g. T-7653 Authorize TIF Agreement w/Sommers Group (O'Malia)
  - h. T-7654 Approve Revolving Loan Fund Contract w/State of Ohio (O'Malia)
  - i. Discuss Service Garage PACE Project (O'Malia)
  - j. T-7655 Contract w/Wright Electrical for FNB Park Project (Mytinger)
  - k. T-7656 Approve FT Firefighter Collective Bargaining Agreement (Lockhart-Reese)
  - l. T-7647 Amend 2024 Annual Appropriations [#9] (Matt Miller)
8. **Citizens' Comments**
9. **Announcements**  
A Regular Council Meeting will immediately follow this meeting.
10. **Adjournment**

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 644-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO LETTERS OF ENGAGEMENT WITH THE AUDITOR OF STATE TO PERFORM THE AUDITS FOR 2023 AND DECLARING AN EMERGENCY TO EXPEDITE THE PROCESS.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio thereto concurring that:

SECTION 1: The Mayor be, and hereby is, authorized to enter into the Letters of Engagement with the State of Ohio's Auditor, attached as Exhibits "A" and "B," for an audit of the basic financial statements of the City of Streetsboro as of and for the year 2023, and in an amount not to exceed \$31,750.00.

SECTION 2: That the Finance Director be, and hereby is, authorized to encumber and pay the funds necessary to meet this obligation, and by signing below certifies, in accordance with R.C. 5705.41(D), that such amount in fiscal year 2024 has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate funds as follows: line item #101.81.5334 and line item #501.52.5334, free from any previous encumbrances.

SECTION 3: That all formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that this audit is required by the State Auditor's Office and needs to be completed expeditiously and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

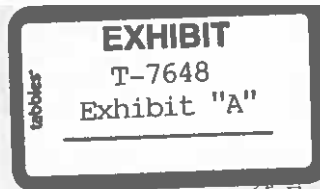
Certified as to available funds (R.C. 5705.41(D)) by: \_\_\_\_\_  
Matt Miller, Finance Director

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

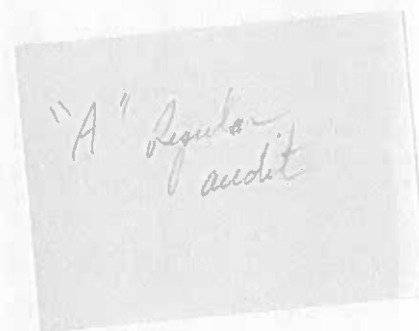
Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Finance Department

# OHIO AUDITOR OF STATE KEITH FABER



65 East State Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
800-282-0370



July 24, 2024

Matthew Miller

City of Streetsboro  
Portage County  
9184 State Route 43  
Streetsboro, OH 44241

This engagement letter describes the arrangement between the City of Streetsboro (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

## SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the City's basic financial statements as of and for the year ended Statement Date to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the City's financial position, changes in financial position, and required budgetary comparisons and cash flows (were applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We expect to deliver our report on or about September 30, 2024.

## **Engagement Team**

The engagement will be led by:

- Courtney Shalosky, CPA, CFE Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;

- \* Stephen Bertsch, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Jacqueline Sumner, Audit Manager, who will be responsible for on-site administration of our services to you.

### **OUR AUDITOR RESPONSIBILITIES**

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, our objective is not to opine on overall compliance with these provisions.
5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

#### **Additional Auditor Communication**

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
  - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;
2. Instances where we believe fraud may exist. These would include instances where we.
  - a. Have persuasive evidence that fraud occurred

- b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts.
4. Significant risks identified during the audit;
5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
7. Significant, unusual transactions;
8. Major issues that were discussed with management related to retaining our services, including among other matters, any discussions regarding the application of accounting principles and auditing standards;
9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of City personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited City, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

#### **YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK**

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
  - a. draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary

- ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
- b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
  - c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
  - d. additional information that we may request from management for the audit;
  - e. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
  - f. the initial selection of and changes in significant accounting policies and their application; and
  - g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
  4. Preparing supplementary information in accordance with the applicable criteria.
    - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
    - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
  5. Reporting fraud and noncompliance of which you are aware to us.
  6. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
  7. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

**Compliance with Laws and Regulations**

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1))* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

**You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.**

Please confirm to us that our understanding is correct.

Service organizations of which we are aware are:

- ADP, which processes your City's payroll transactions.
- Life Force Management, which processes your City's ambulance billing and receipts
- Portage County Auditor's Office, which collects and distributes property taxes on your City's behalf
- Neighborhood Development Services, Inc, which processes your City's revolving loan transactions
- Regional Income Tax Agency (RITA), which processes your City's income tax transactions

Please confirm to us that, to the best of your knowledge, the above listing is complete

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations.

**REPRESENTATIONS FROM MANAGEMENT**

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in

- conformity with generally accepted accounting principles;
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the City's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- the proper classification of funds, net position and fund balances;
- the proper approval of reserves of fund equity;
- appropriate accounting and disclosure of related party transactions;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants,
- representations relative to required supplementary information;
- the identification of compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related disclosures and required and other supplemental information*).

#### **TERMS AND CONDITIONS SUPPORTING FEE**

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

##### **Our Auditor Responsibilities**

In providing our services, we will consult with the City regarding matters of accounting, financial reporting, or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

##### **Your Management Responsibilities**

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

##### **Confidential Information**

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including



financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

#### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$30,504.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at [www.ohioauditor.gov](http://www.ohioauditor.gov)

#### **eServices Portal and Billing**

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including City contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City of Streetsboro will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

#### **Delinquent Accounts**

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures.

and basic audits.

### **REPORTING**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

### **ACCESS TO OUR REPORTS AND WORKING PAPERS**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report only describes the scope of our internal control and compliance testing and our testing results and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

### **PEER REVIEW REPORT**

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/dgcs/Peer\\_Opinion.pdf](https://ohioauditor.gov/publications/dgcs/Peer_Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

### **ACKNOWLEDGEMENT AND AGREEMENT**

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Stephen Bertsch at (330)-438-0617.

City of Streetsboro  
July 24, 2024  
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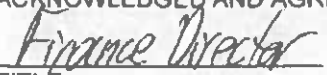
Sincerely,

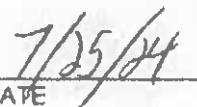
KEITH FABER  
Auditor of State

Courtney Shalosky, CPA, CFE  
Assistant Chief Auditor, East Region

Attachment

cc: City Council

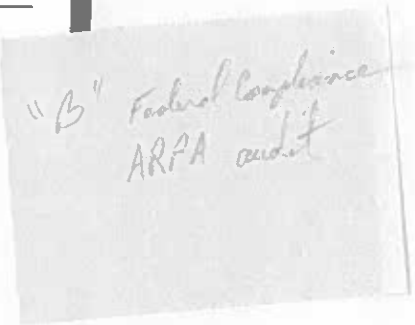
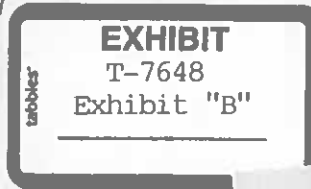
  
\_\_\_\_\_  
ACKNOWLEDGED AND AGREED TO BY  
  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DATE

# OHIO AUDITOR OF STATE KEITH FABER



65 East State Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
800 282 0370



July 24, 2024

Matthew Miller

City of Streetsboro  
Portage County  
9184 State Route 43  
Streetsboro, OH 44241

This engagement letter between the City Council and Management of City of Streetsboro, referred to here on out as the City and the Auditor of State sets forth the nature and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services achieve the City's objectives.

### Summary of Services

We will examine the City of Streetsboro's, Portage County compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving [Coronavirus State and Local Fiscal Recovery Funds] Awards" of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) section of the 2023 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended December 31, 2023. The objectives of our examination are to obtain reasonable assurance and express an opinion on whether the expenditures made from the assistance listing number 21.027 grant proceeds are, in all material respects, in compliance with the requirements set forth in the 2023 OMB *Compliance Supplement* for the alternative compliance examinations.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement." Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express an opinion.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason we are unable to complete the examination or are unable to form or have not formed an opinion, we may disclaim an opinion on the City's compliance with the alternative compliance examination requirement or, in certain circumstances, withdraw from the engagement. In this unlikely event, we will communicate the reason for disclaiming, declining to express an opinion, or withdrawing from the engagement to you, and those charged with governance, in writing. If we withdraw from this engagement, the City must still have a Single Audit performed under the Uniform Guidance.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed inspection of all expenditures of the grant funds nor does our examination provide a legal determination of your compliance with specified requirements and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with provisions of laws, regulations, contracts and grant agreements, or internal control deficiencies that may exist. However, we will inform you of any known or suspected fraud and noncompliance with laws, regulations, contracts and grant agreements, or internal control deficiencies identified during the engagement, and uncorrected noncompliance that come to our attention unless clearly trivial.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

#### **Your Responsibilities**

We will perform the examination assuming management and those charged with governance acknowledge and understand they are responsible for the following:

- Provide evidence to our engagement team that it meets the recipient eligibility criteria for the alternative compliance examination engagement as outlined in the 2023 OMB *Compliance Supplement*;
- Accept responsibility for the City's compliance with the alternative compliance examinations requirements and the City's internal control over compliance; and
- Evaluate your City's compliance with the compliance requirements.

The specific, detailed assertion is described in the Responsible Party Assertion and Representations below. You are also responsible for:

1. Informing us of events occurring or facts discovered subsequent to December 31, 2023, of which management may become aware, that may affect the City's compliance with the alternative compliance examinations requirements.
2. Reporting fraud and noncompliance of which you are aware to us.

#### **Responsible Party Assertion and Representations**

You are responsible for and agree to provide us with a written assertion that you have complied with the 2023 Office of Management and Budget (OMB) *Compliance Supplement* Assistance Listing 21.027 Alternative Compliance Examination requirements over the Assistance Listing 21.027 federal grant expenditures. This assertion can also be provided as part of your written representations. Failure to provide such assertion will result in disclaiming our opinion. At the conclusion of the engagement, you also agree to provide us with certain representations:

- The grant expenditure documentation provided to our engagement team for the engagement period ending December 31, 2023 includes all grant transactions and supporting documentation.
- Management has accepted responsibility for the City's compliance with the alternative compliance

examinations requirements and the City's internal control over compliance.

- Management has acknowledged their responsibility for establishing and maintaining effective internal control over compliance.
- Management has disclosed to us any known noncompliance occurring during or subsequent to the period covered by the report.
- Complying with any applicable laws, regulations, contracts and grant agreements we have tested as part of our procedures.
- Making all records and documentation related to the grant internal controls and compliance available to us.
- Communicating known deficiencies in internal control relevant to the engagement.
- Documentation supporting compliance with laws, regulations, contracts and grant agreements we will test as part of our procedures available to us.
- All known matters contradicting the subject matter and any communication from regulatory agencies or others affecting the subject matter have been disclosed to us, including communications received between the end of the period addressed in the written assertion and the date of the practitioner's report.
- Other matters for which we may request written representations.

If you fail to provide the necessary written assertion and the representations, we are required to withdraw from this engagement and engage to complete a Financial Statement and a Single Audit under Uniform Guidance.

#### **Engagement Team**

The engagement will be led by:

- \* Courtney Shalosky, CPA, CFE Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Stephen Bertsch, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Jacqueline Sumner, Audit Manager, who will be responsible for on-site administration of our services to you.

#### **Access to Records**

To help meet our mutual objectives, the City will provide to us in a timely manner accounting records, schedules and supporting information (an initial list of which we will furnish to you), as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information or assistance, the Auditor of State and the City will mutually revise the fee to reflect additional costs, if any, required to achieve these objectives.

#### **Confidential Information:**

You should redact personal information from all documents (paper or electronic) you provide to the AOS related to our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. Personal information includes social security numbers, dates of birth, drivers' license

numbers or personal financial institution account numbers. The City should redact all personal information from electronic records before you transmit them to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If you cannot redact personal information from any records or documents, you must identify these records to us.

If redacting this personal information compromises our procedures, the City and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on you in terms of resources, recordkeeping or other issues, the City and the AOS may collaborate on alternative methods of providing the City's data to the AOS without compromising the personal information of individuals served by the City. The AOS is willing to work with you. It is our intent to minimize the amount of personal information we require. It is important that you review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

#### **Fee**

Except for any changes in fees which may result from unforeseen circumstances, we do not expect our fees and expenses for the services described above to exceed \$1,230.

If it is determined that additional work is required beyond this estimate, the revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this examination cost to the general fund, or you may allocate the cost among the general fund and other eligible funds. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at [www.ohioauditor.gov](http://www.ohioauditor.gov).

#### **eService's Portal and Billing**

The Auditor of State's billing statements are available through the office's eService's portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eService's account. A confirmed account will have the ability to access and/or update information regarding their customer account, including City contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eService's contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City of Streetsboro will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eService's, and payment is due by the date identified on the statement.

#### **Delinquent Accounts**

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance

Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

### **Reporting**

We will issue a written report upon completing our procedures. We will address our report to those charged with governance.

### **Access to Our Reports and Working Papers**

The Attestation Standards require us to include this language due to concerns that other users may not fully understand the purpose of the report, the nature of the procedures we applied, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, our report becomes a public record under Section 149.43, Revised Code, when copies of the report are filed with the officers enumerated in the Revised Code. When copies of the report are filed, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. The Attestation Standards do not affect public access to our reports or working papers.

### **Peer Review Report**

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/Peer Opinion.pdf](https://ohioauditor.gov/publications/Peer%20Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.



City of Streetsboro  
July 24, 2024  
Page 6

**Acceptance of terms**

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our examination engagement including your assertions and our respective responsibilities. If you have any questions, please call Stephen Bertsch at 330-438-0617

Sincerely,

KEITH FABER  
Auditor of State

*Courtney S. Shalosky*

Courtney Shalosky, CPA, CFE  
Assistant Chief Auditor, East Region

cc: City Council

ACCEPTED BY:

  
\_\_\_\_\_  
Matthew Miller, Finance Director

*7/25/24*  
\_\_\_\_\_  
Date

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-221-3338 FORM NO. 30243

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2024-106 TO CORRECTLY STATE THE ACCOUNT NUMBERS FROM WHICH PURCHASES WILL BE MADE AND DECLARING AN EMERGENCY IN ORDER TO EXPEDITE THOSE PURCHASES.

WHEREAS, this Council previously adopted Ordinance No. 2024-106, which authorized the Mayor to renew a contract without competitive bidding with Online Solutions LLC (aka Citizenserve) for the use of a web-based law software subscription service, for a period of one year, in an amount not to exceed \$27,300.00, for use by multiple City of Streetsboro Departments; and

WHEREAS, the account numbers to make such purchases were stated incorrectly in Section 2:

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that::

SECTION 1: Section 2 of Ordinance No. 2024-106 is hereby amended to read as follows:

“The Director of Finance is hereby authorized and directed to make payment for the same from Account Nos. 101.41.5733, 101.42.5733, 101.43.5733 and 101.81.5338.”

SECTION 2: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the Council wishes to amend Ordinance No. 2024-106 to state the correct account numbers as soon as possible to allow purchases, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Finance Director

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES (44-224-333) FORM NO. 30023

Ordinance No. 2024-106 Passed July 22, 2024 20

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN ANNUAL SUBSCRIPTION WITH ONLINE SOLUTIONS LLC (AKA CITIZENSERVE) FOR A WEB-BASED SOFTWARE FOR VARIOUS CITY DEPARTMENTS AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF SERVICES.

WHEREAS, this Council previously adopted Resolution No. 2023-105, which authorized the Mayor to enter into a contract without competitive bidding with Online Solutions LLC (aka Citizenserve) for the purchase of a web-based law software subscription service, for a period of one year, for use by multiple City of Streetsboro Departments; and

WHEREAS, Citizenserve has submitted an invoice for the renewal of the service for an additional year, in the amount of \$27,300.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, (3/4) or more of its members concurring:

SECTION 1: The Mayor is hereby authorized to renew a contract without competitive bidding with Online Solutions LLC (aka Citizenserve) for the use of a web-based law software subscription service, for a period of one year, in an amount not to exceed \$27,300.00, for use by multiple City of Streetsboro Departments.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from Account Nos. 101-41-5337, 101-42-5337, 101-43-5337 and 101-81-5337.

SECTION 3: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the Council wishes to maintain continuity of web based software subscription services for the various city departments, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: 22 July 24 Date Steve Michniak, President of Council

ATTEST: Caroline L. Kremer, Clerk of Council

APPROVED: 07/23/2024 Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: David L. Nott, Law Director

Date Submitted to Mayor for Approval: 7-22-24 Returned: 7-24-24

Sponsored by: Mayor

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_ 20\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH INSURANCE SPECIALISTS GROUP, INC. dba LOVE INSURANCE AGENCY AND/OR GLOBAL AEROSPACE FOR INSURANCE COVERAGE FOR UNMANNED AIRCRAFT SYSTEMS AND ASSOCIATED INFRARED CAMERAS FOR A PERIOD OF TWELVE MONTHS COMMENCING SEPTEMBER 26, 2024; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF COVERAGE.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Insurance Specialists, Inc. dba Love Insurance Agency and/or Global Aerospace, on the basis of its recent proposal, for the professional services necessary to manage the City's insurance coverage, effective 09/26/2024 for its unmanned aircraft and related infrared cameras at an annual premium of \$1,624,000.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the General Fund, Account No. 101.11.5522.

SECTION 3: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in provision of insurance services to the City is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Finance Director

# City of Streetsboro

Administrative Offices  
9184 St. Rt. 43  
Streetsboro, Ohio 44241-5322  
(330) 626-4942



Service Department  
2094 St. Rt. 303  
Streetsboro, Ohio 44241-1707  
(330) 626-2856

RECEIVED

AUG 07 2024

CLERK OF COUNCIL  
STREETSBORO, OHIO

To: City Council Members  
From: Bill Miller, Service Director  
Date: August 26, 2024  
Subject: To repair/ replace guardrails

I would like to discuss at the August 26th Finance Committee Meeting the repairs or replacement of guardrails at the August 26th, 2024, Council Meeting.

Amount: \$40,000.00  
Vendors: M.P. Dory Co.  
Account: 401.61.5745 Equipment.

Thank you,

Bill Miller, Service Director

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 644-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH M.P. DORY CO. FOR THE REPAIR AND REPLACEMENT OF EXISTING GUARDRAILS LOCATED WITHIN CITY LIMITS, AND DECLARING AN EMERGENCY IN ORDER TO PROVIDE PROTECTION TO THE PUBLIC.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with M.P. Dory for the repair and replacement of existing guardrails located within city limits in an amount not to exceed \$40,000.00.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the Capital Fund, Account No. 401.61.5745 Equipment.

SECTION 3: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that repair and replacement of the guardrails is immediately necessary to protect the public, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date \_\_\_\_\_ Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date \_\_\_\_\_ Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Service Director

## RECORD OF ORDINANCES

GOVERNMENT FORMS &amp; SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_\_

AN ORDINANCE DECLARING THE CITY'S INTENTION TO DISPOSE OF UNNEEDED VEHICLES, TRUCK NO. 923, A 2007 INTERNATIONAL AND TRUCK NO. 817, A 2008 STERLING, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EDINBURG AUCTION SALES, INC. TO CONDUCT AUCTIONS OF THE VEHICLES ON BEHALF OF THE CITY, AND DECLARING AN EMERGENCY TO EXPEDITE THE PROCESS.

WHEREAS, the Service Department currently has two unneeded trucks, Truck No. 923, a 2007 International and Truck No. 817, a 2008 Sterling; and

WHEREAS, City Council has determined that these items are not of use in any other part of the City's operations, and find them to be, pursuant to Streetsboro Codified Ordinances Section 949.05 and Ohio Revised Code Section 721.15, unneeded for any municipal purpose, and of negligible value; and

WHEREAS, City Council wishes to direct that these items be disposed of by sale by auction; and

WHEREAS, the Service Director has determined that the best and most economical method of disposing of that property is by offering it for sale at public auction, through an auctioneer and under the terms of an auctioneer agreement, in accordance with Codified Ordinance §949.03; and

WHEREAS, the Service Director recommends that the City enter into a contract with Edinburg Auction Sales, Inc.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: That the Mayor is hereby authorized to enter into an auctioneer agreement with Edinburg Auction Sales, Inc. to conduct such public auction, as set forth in Exhibit "A," attached hereto and incorporated herein as if fully restated; and

SECTION 2: The proceeds of auctions conducted under the authority of this ordinance will be deposited to the General Fund, Account No. 101-81-4181.

SECTION 3: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the City wishes to auction said unneeded vehicles as soon as possible and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

Consignment Order

Edinburg Auction Sales, Inc.

4029 State Route 14  
Rootstown, OH 44272

Phone: (330) 325-2966 Fax: (330) 325-0200

Consignor: B3096

City Of Streetsboro  
2094 State Route 303  
Streetsboro, OH 44241  
Fax: ( ) -

( ) --

MECHANICS@CITYOFSTREETSBORO.COM

E-Mailed on 7/29/2024 to MECHANICS@CITYOFSTREETSBORO.COM

CO #:	19020
Date:	7/27/2021
Page:	1
Auction:	8/13/2024

**\*\*Checks ready for pick up on:**  
from 9AM-NOON, otherwise check will be mailed to address on this consignment order. Checks lost in mail will be subject to \$30 stop payment.

Lot#	Description	Quantity
ITEMS APPROVED TO BE AUCTION PER CITY COUNCIL		1.00
Total Quantity:		1.00

Commission Settings

Calculate Commission By: Each

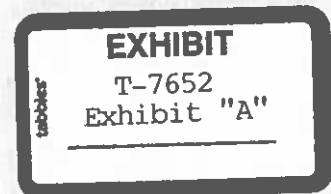
Commission Structure Type: Fixed

Minimum	\$10
Any Amount	10%

In consideration of the mutual promises and undertakings of the parties, this Personal Property Auction Agreement (hereinafter "Agreement") is entered into by and b Edinburg Auction Sales, Inc., an Ohio corporation licensed with the Ohio Department of Agriculture (hereafter "Auction Firm/Consignee") according to the terms more below and in the Consignment Addendum(s), attached hereto and incorporated herein.

1. Exclusive Right to Sell. Seller grants to Auction Firm the exclusive right to sell the personal property listed on Exhibit A which is attached hereto and incorporated h ("the Property"). Exhibit A CONSIGNMENT ADDENDUM/ORDER(S)- see attached pages incorporated herein.
2. Place/Time of Auction. The auction is to be held at the place and time indicated on the Consignment Addendum(s). Seller agrees that all auction items are sold via postponement, auction will take place on a later date agreeable to both parties, but not later than 90 days after the original sale date. In the event an item is sold but winning bidder, Auction Firm shall re-list and sell the item during the next scheduled auction and payment shall be calculated on current month's sale not previous un
3. Auction Firm's Obligations. Auction Firm hereby agrees to use their professional skill, knowledge and experience to the best advantage of both parties in preparing auction. Auction Firm agrees to hold the auction, advertising of said auction, store seller's merchantable goods (if agreed upon by both parties), provide customer se allow inspections and viewings of merchantable good being sold, and will conduct all post sales transactions and money collections from all winning bidders on behal seller of goods. Unsold items not removed by the seller during specified auction pickup times/days will be subject to a \$5 disposal fee and considered abandoned. It verified by following the auction online.
4. Auction Firm Compensation. Auction Firm reserves the right to collect and retain a buyer's premium on all items sold. Auction Firm shall receive as compensation f conducting said auction sale a percentage of gross sales receipts (as indicated on the attached Consignment Addendum) resulting from auction with a minimum com commission may be deducted from the gross sales receipts. There is a \$25 title entry fee for applicable items and a \$5 out of state inspection fee, if applicable. Rese will incur a \$100 commission fee per item.
5. Proceeds of Sale. Auction Firm agrees to turn over net proceeds from auction to Seller within 15 business days from completion date of auction, along with sale re proceeds after the end of the auction will be deposited in Auction Firm's trust or escrow accounts according to state law. Unless otherwise agreed by the parties, Au auction proceeds to Seller not later than 15 business days after the auction.
6. Auction Type. Seller agrees to turn over and deliver to Auction Firm the Property to be sold at public online auction via the absolute auction unless otherwise indic Consignment Addendum/Order(s).

Absolute auction. An absolute auction means that Property will be sold to the highest bidder without reserve, the auction does not require a minimum bid, the auction bids of any type by the Seller or an agent of the Seller, and Seller cannot withdraw the Property from auction after the auction is opened and there is public sollicitatio unless no bid is made within a reasonable time. Seller shall not sell, transfer or withdraw the Property prior to the auction except by mutual agreement between Seller item is sold, transferred or withdrawn prior to auction without Auction Firm's consent, Auction Firm shall receive said full commission on any/all Property withdrawn fr sold within 60 days after the auction date. Seller and/or Seller's agent is prohibited to bid or participate in the bidding process of the auction. Seller has a bona fide int ownership of the Property to the highest bidder. Reserve auction. A reserve auction means an auction in which the seller or an agent of the seller reserves the right t minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the





Consignment Order

Edinburg Auction Sales, Inc.  
4029 State Route 14  
Rootstown, OH 44272

Phone: (330) 325-2966 Fax: (330) 325-0200

CO #:	19020
Date:	7/27/2021
Page:	2
Auction:	8/13/2024

- completion of the auction by the auctioneer. The minimum bid is indicated on the Consignment Addendum/Order (if applicable).
7. Marketing Investment. Auction Firm will cover the cost of advertising the auction, and any other forms of promotion, for the purpose of achieving the best audience for this online auction.
8. Seller Warranty. Seller warrants and represents that they have the right to sell the Property, and will deliver merchantable Property to the Auction Firm, that said Property is free of encumbrances or indebtedness and that said Property can be auctioned without violation of any federal, state or other regulations. Seller agrees to not interfere with, hinder, or obstruct the Auction Firm representative in any manner prior to, or during, auction from carrying out their duties and obligations of this Agreement. Seller agrees to hold the Auction Firm harmless from and against all claims of the nature referred to in this Agreement.
9. Auction Recovery Fund. Auction Firm is licensed by the Ohio Department of Agriculture and any person aggrieved as a result of the licensee's actions may initiate a claim against the Auction Recovery Fund created by Section 4707.25 of the Ohio Revised Code.
10. Governing Law. This Agreement and its interpretation shall be governed by the laws of the State of Ohio.
11. Severability. The headings in this Contract are for convenience only and are not a part of the agreement of the parties, nor shall they be used to interpret this Contract. If any provision of this Contract is unenforceable, the remainder of this Contract shall continue to be valid and enforceable.
12. Survival. The representations, warranties, covenants, and agreements of the parties contained in the Agreement and in all other documents delivered in connection with this auction shall survive settlement.
13. Waiver. No waiver of any breach of any condition herein shall constitute a waiver of any subsequent breach.
14. Professional Advice. Seller acknowledges that Auction Firm can only render personal property and auction services and agrees to obtain legal or other professional advice as recommended by Seller's attorney or other professional before signing this agreement and Seller's obligations herein.
15. Execution and Delivery. This Agreement may be signed in counterpart, and delivered via facsimile, e-mail, or other electronic means.
- The undersigned have read and accept the terms of this Agreement and acknowledge receipt of a copy of same.

SELLER(s): \_\_\_\_\_ Date: \_\_\_\_\_

AUCTION FIRM: Edinburg Auction Sales, Inc.  
By: Auction Staff \_\_\_\_\_  
Its: John Hayes or Katie Pahls 4029 State Route. 14 Edinburg, Ohio 44272 330-325-2966

## RECORD OF ORDINANCES

GOVERNMENT FORMS &amp; SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS WITHIN THE [SHADY LAKE] DEVELOPMENT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THE EXEMPT PARCELS; AUTHORIZING THE MAYOR TO EXECUTE A TAX INCREMENT FINANCING AGREEMENT; APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY TO EXPEDITE THE CONSTRUCTION OF THE IMPROVEMENTS.

WHEREAS, Ohio Revised Code ("ORC") 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Act") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement 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, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels within the Shady Lake development; and

WHEREAS, notice of this proposed ordinance has been delivered to the Boards of Education of the Streetsboro City School District and Maplewood Career Center in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

WHEREAS, this Council has determined to provide for the execution and delivery of one or more Tax Increment Financing Agreements to provide for the development of the Parcels.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

Section 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit "A" attached hereto (as currently or subsequently configured, the "Parcels", with each individual parcel a "Parcel").

Section 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels (the "Public Infrastructure Improvements"): roadway improvements, water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks, street lights, gas facilities, electrical facilities, and all appurtenances thereto, as further described in the Tax Increment Financing Agreement as defined hereinafter. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

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 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on a parcel-by-parcel basis for each Parcel in the tax year in which

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

a certificate of occupancy is issued by the City for a building located on that Parcel and ending for each Parcel 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 (separate 30 year exemption periods for each Parcel).

Section 4. Service Payments. 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 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 Shady Lake Municipal Public Improvement 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. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each the Streetsboro City School District and Maplewood Career Center an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including pursuant to the Tax Increment Financing Agreement and any other agreements with the developer of the Parcels or as otherwise directed by this Council.

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. The City shall make any distributions to the extent not made by the County Treasurer.

Section 7. Tax Increment Financing Agreement. The form of Tax Increment Financing Agreement (the "TIF Agreement"), attached hereto as Exhibit "B," is hereby approved and authorized with changes and completions thereto that are not inconsistent with this ordinance, not substantially adverse to the City, and approved by the Mayor or his designee. The Mayor, for and in the name of the City, is hereby authorized to execute and deliver the TIF Agreement in substantially that form along with any changes or completions thereto, provided that the approval of such changes and completions thereto by the Mayor, and the character of those changes and completions as not being substantially adverse to the City, will be evidenced conclusively by the Mayor's execution thereof.

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 90043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

Section 8. Further Authorizations. This Council hereby authorizes and directs the Clerk of City Council or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council authorizes the Mayor, Finance Director, Law Director or other appropriate officers of the City to perform all acts and execute all documents they consider necessary to implement this ordinance.

Section 9. Open Meetings. 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

Section 10. Effective Date. That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of the City for the reason that it is immediately necessary so the developer of the Parcels may initiate construction of the public infrastructure improvements as soon as possible, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, and shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Economic Development Director

**EXHIBIT A**  
**IDENTIFICATION AND MAP OF THE PARCELS**

The following map specifically identifies and depicts the Parcels 35-034-10-00-001-005 and 35-033-00-00-011-000 and constitutes part of this Exhibit A.

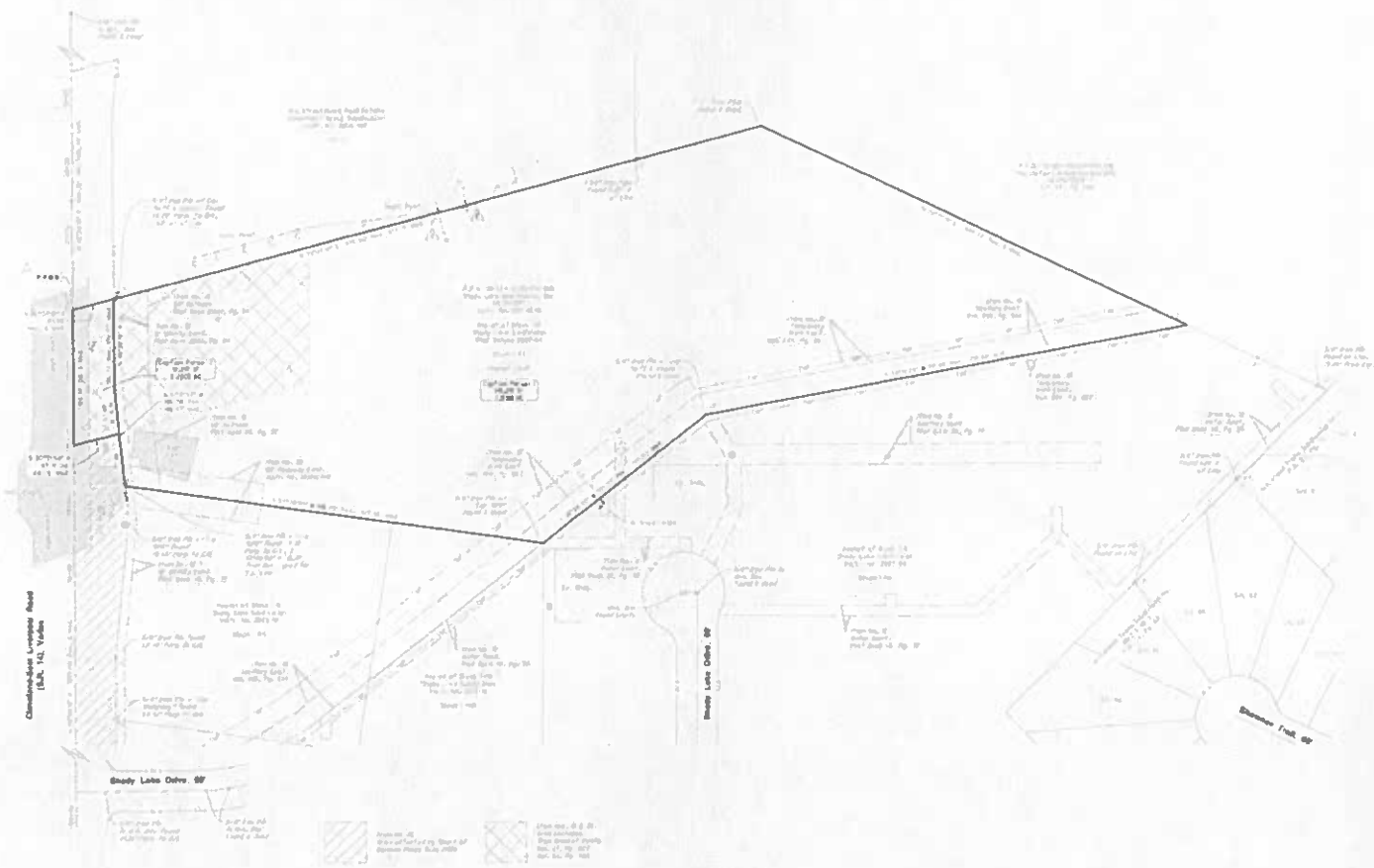
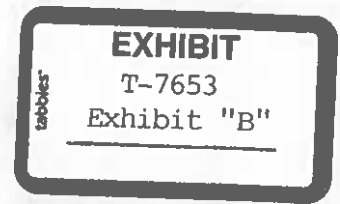


EXHIBIT B

TAX INCREMENT FINANCING AGREEMENT

[To be attached]



**TAX INCREMENT FINANCING AGREEMENT**  
**Between the**  
**CITY OF STREETSBORO**  
**And**  
**SHADY LAKE INVESTMENTS LLC**

This Tax Increment Financing Agreement (this “Development Agreement” or “Agreement”) is entered into as of this \_\_\_ day of August, 2024 between the City of Streetsboro, Ohio (“City”) and Shady Lake Investments LLC, its successors and assigns (the “Developer”), under the following circumstances (unless otherwise indicated, capitalized terms are used with the meanings given them in Schedule 1):

**Recitals**

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize City Council of the City of Streetsboro, Ohio (the “City Council”), by ordinance, to declare improvements to parcels of real property located within the corporate boundaries of the City to be a public purpose and exempt from taxation, require the owner of each such parcel to make service payments in lieu of taxes, and provide for the distribution of the applicable portion of such service payments to be paid to the City; and

WHEREAS, on \_\_\_\_\_, 2024, the City Council passed Ordinance \_\_\_\_\_ - 2024, a copy of which is attached hereto as Exhibit A (the “TIF Ordinance”); and,

WHEREAS, the Developer or an affiliate has or intends to acquire certain real property situated in the City, a description of which is attached hereto as Exhibit B (the “Development Property”) and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a “Parcel” (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates) , in connection with the development of a commercial outlot development project (the “Development”); and,

WHEREAS, the City, by the TIF Ordinance, has declared that the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (each such increase hereinafter referred to as an “Improvement,” as further defined in Section 5709.40 of the Ohio Revised Code and the TIF Ordinance) is a public purpose and that 100% of such Improvement is

exempt from taxation for a period commencing on a parcel-by-parcel basis for each Parcel in the tax year in which a certificate of occupancy is issued by the City for a building located on that Parcel and ending for each Parcel 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 Statutes (separate 30 year exemption periods for each Parcel, and collectively the "Exemption Period") and the TIF Ordinance (the "TIF Exemption"); and

WHEREAS, pursuant to the TIF Ordinance, City Council has determined to direct and require the current and future owner(s) of each Parcel (each such owner individually, an "Owner" and collectively, the "Owners") to make annual Service Payments (as defined in Section 4 of the TIF Ordinance) with respect to the Development Property in lieu of the real property tax payments, and in the same amount as they would have made real property tax payments except for the TIF Exemption provided by the TIF Ordinance; and

WHEREAS, notice of the TIF Ordinance was provided and delivered to the Boards of Education of the Streetsboro City Schools and Maplewood Career Center (collectively, the "Schools") in accordance with and within the time periods prescribed in Section 5709.40, and 5709.83 of the Ohio Revised Code; and

WHEREAS, City Council determined that a portion of the Service Payments shall be directly paid to the Schools by the County Treasurer in accordance with the TIF Statutes in an amount equal to the real property taxes that would have been payable to the Schools if the Improvement to the Development Property had not been exempt from taxation pursuant to the TIF Ordinance; and

WHEREAS, the Owner of the Development Property will apply for exemptions from taxation under Section 5709.911 of the Ohio Revised Code on behalf of itself as the Owner of the Parcels; and

WHEREAS, the TIF Ordinance authorized the execution of this Agreement with the Developer or its designee; and

WHEREAS, in order to carry out the public purpose and to comply with the requirements of the TIF Statutes and the TIF Ordinance, the City desires to enter into this Agreement to provide for the necessary details of the agreement to implement the tax increment financing and the development of the Development Property. The Developer is willing to develop the Development Property by constructing certain improvements thereon or adjacent thereto (the "Public Improvements"), to make the Service Payments so long as it is the Owner of a Parcel, and to perform such other actions required by the Developer as described in this Development Agreement; and

WHEREAS, the City has determined that the development of the Development Property by the Developer and fulfillment generally of the terms of this Development Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents.



A REVOLVING LOAN FUND SETTLEMENT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2026.

**NOW THEREFORE, the parties agree as follows:**

**ARTICLE 1  
The City**

**Section 1.1 Representations.** The City makes the following representations:

- (a) It is a political subdivision, duly organized, and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter to an extent that would impair its ability to carry out its obligations under this Agreement.
- (d) It has the power to enter into and perform its obligations under this Agreement.
- (e) Its City Council has duly authorized the signing, delivery, and performance of this Agreement.

**Section 1.2 City Agreement to Facilitate Public Improvements.** Subject to the terms of this Development Agreement, the City and the Developer agree to use their best efforts and good faith to facilitate any necessary reviews and approvals related to the Public Improvements so as to allow the Developer to maintain the development schedule and construct the Public Improvements as described and provided for in this Agreement. Upon completion of the Public Improvements, the Developer shall provide a detailed accounting, in a form acceptable to the City, certifying its construction costs to the City for its information and use. Additionally, the detailed accounting shall be accompanied by unconditional lien waivers and releases from all subcontractors and suppliers.

**ARTICLE 2  
The Developer**

**Section 2.1 Developer Representations.** The Developer makes the following representations:

- (a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Agreement.

- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Agreement.
- (d) It has the power to enter into and perform its obligations under this Agreement.
- (e) Its authorized signer duly authorized the signing, delivery, and performance of this Agreement.

**Section 2.2 Acquisition of Development Property.** As of the date of this Agreement, the Developer has acquired fee title to the Development Property [from the City], which is located at State Route 14, within the boundaries of the City, and has paid all required costs associated with this acquisition of title.

**Section 2.3 Information to Tax Incentive Review Council.** The Developer agrees to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Section 5709.40(I) of the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year, or as may be amended.

**Section 2.4 Exemption Applications.** If the Developer does not comply with Section 3.2(c) below, the Developer authorizes the City to file on its behalf, and agrees to cooperate with the City, in the preparation and filing of all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the TIF Statutes and the TIF Ordinance and to enable the City to collect Service Payments in a timely manner.

**Section 2.5 Redevelopment Guidelines.** The Developer agrees that until the end of the term of the TIF Exemption, the Developer and any successors and assigns shall take commercially reasonable efforts to develop the Development Property, construct and install the Public Improvements thereafter in accordance with this Development Agreement.

**Section 2.6 Warranty.** The Developer will cause the design and construction of the Public Improvements to be performed according to the standard of care normally exercised by qualified design and construction organizations engaged in performing similar work in Northeastern Ohio. Developer shall further warrant that the Public Improvements will be free from defects, including defects in the design, workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one year after completion (the "Warranty Period"). The warranty provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the construction documents. If defects in the Public Improvements become apparent within the Warranty Period, the City will promptly notify Developer in writing. Within ten days of receipt of said notice, Developer will visit the Public Improvements in the company of one or more representatives of the City to determine the extent of the defects. Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective portion of the Public Improvements, including all adjacent

portions of the Public Improvements damaged as a result of such defects or as a result of remedying the defects. If the defects are considered by the City to be an emergency, the City may require Developer to visit the Public Improvements within one day of receipt of the notice. Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective portion of the Public Improvements. If Developer does not repair or replace the defective Public Improvements within a reasonable time frame taking into account the weather and seasons, the City may repair or replace such defective improvements and charge the cost thereof to Developer or the surety. Work that is repaired or replaced by Developer is subject to inspection and approval by the City and must be warranted by Developer for one year from the date of the City's acceptance of the corrective work, which acceptance shall not be unreasonably delayed.

[End of Article 2]

## ARTICLE 3

### Exemption from Real Property Taxation

**Section 3.1 Exemption of Improvement.** The City Council has declared in the TIF Ordinance that the Improvement is a public purpose and determined that one hundred percent (100%) of the Improvement is exempt from real property taxation by all political subdivisions and taxing districts for thirty (30) years. The TIF Exemption will commence in accordance with the TIF Ordinance.

**Section 3.2 Service Payments.** The Owner must make Service Payments to the City as follows:

- (a) During the Exemption Period, in accordance with the TIF Statutes, and the TIF Ordinance, as may be amended and supplemented, the Developer, as the Owner and for all future Owners of the Development Property, or any part thereof or interest therein, covenants and agrees to make (or cause to be made) semiannual Service Payments in lieu of real property taxes with respect to the Improvement pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and this Agreement. The obligation to make Service Payments will run with the land. The Service Payments must be made semiannually to the County, or to the designated agent of the County for collection of the Service Payments on or before the date on which real property taxes would otherwise be due and payable for the Improvement. Any late Service Payments must include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes. Each semiannual Service Payment must be in an amount equal to the real property taxes that would have been charged and payable against the exempted portion of the Improvement, as if an exemption from real property taxation had not been granted, plus all interest and penalties thereon for nonpayment and must otherwise be in accordance with the requirements of the TIF Statutes.
- (b) It is intended and agreed that the covenants provided in Section 3.2(a) hereof will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City, whether or not this Agreement remains in effect, and whether or not this provision is included in any succeeding deed of the Development Property, or any portion thereof. It is further intended and agreed that these agreements and covenants will remain in effect for the full Exemption Period permitted in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and this Agreement. The covenants running with the land provided in Section 3.2(a) will have priority over any other lien or encumbrance on the Development Property other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of record in Portage County, Ohio, including this Agreement, as may be necessary to preserve and protect such covenants running with the land. The Developer

acknowledges that the City will cause this Agreement or a memorandum thereof to be recorded in the real estate records of the Recorder Officer of Portage County.

- (c) The Developer must prepare and file, or cause to be prepared and filed in cooperation with the City, any necessary applications and supporting documents to obtain the TIF Exemption for the Improvement to enable the City to collect Service Payments and to disburse these payments to or for the account of the City. The City will cooperate with the Developer in connection with the preparation and filing of any required exemption applications.
- (d) The Developer may sell, lease, or otherwise convey any portion of the Development Property. The Developer will be released from its obligations under this Development Agreement to make those Service Payments with respect to that portion of the Improvement on that portion of the Development Property.

The agreement to make Service Payments under this Development Agreement is a covenant running with the land. Subject to the foregoing, and pursuant to Ohio Revised Code Section 5709.42, the obligations of the Owner to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and the Developer, as the Owner and for all future Owners, agrees that there will be no right to suspend or set off the Service Payments for any cause, including without limitation, its failure to complete the Public Improvements, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Public Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of, by, or under authority of the State of Ohio, or any failure of the City to perform and observe any agreement, obligation or covenant, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Development Agreement or the TIF Ordinance.

The Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.42 of the Ohio Revised Code, the TIF Ordinance or this Development Agreement.

**Section 3.3 Reimbursement Obligation.** This Agreement evidences the City's special obligation to reimburse the Developer an amount equal to the Developer's costs as approved by the City Finance Director pursuant to Section 3.4 hereof, plus interest on the unreimbursed portion of the those costs at the interest rate of 6.0% per year (the "Reimbursement Obligation"). Interest on costs certified to the City pursuant to Section 3.4 hereof shall accrued from the date the certification is submitted to the City, provided that such certification is approved by the City Finance Director. The Reimbursement Obligation is a special obligation of the City, payable solely from and secured only by money deposited in the TIF Fund, and not required to be paid to the Schools or to reimburse other City funds for reasonable expenses incurred in connection with this Agreement (the "Available Amounts"), and payable without the necessity of annual appropriation of money in the Fund for such payment. The Developer will provide a statement of

principal and accrued interest due each May 1 and September 1 for review and approval by the City Finance Director.

The Reimbursement Obligation shall be only paid by the City from moneys actually received by the City and deposited into the TIF Fund that constitute Available Amounts. Until the Reimbursement Obligation is paid in full, City Council shall not amend, modify or repeal the TIF Ordinance in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the TIF Fund except as approved by the Developer in writing or required by law. Until the Reimbursement Obligation is paid in full, the City shall not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement unless this Agreement is amended as provided herein. Without limiting the availability of enforcement by mandamus of other obligations of the City under this Agreement, all of the obligations of the City under Section 3.2 and Section 3.3 hereof are established as duties specifically enjoined by law and resulting from an office, trust or station upon the City within the meaning of Ohio Revised Code Section 2731.01, and are enforceable by mandamus.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation. In the event that upon receipt of the final Service Payment to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the Reimbursement Obligation, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

**Section 3.4 Conditions Precedent to Reimbursement of Developer.** The City's obligation to make payments to the Developer under Section 3.3 hereof commence when all of the following conditions have been met for the Public Improvements:

For costs of the Public Improvements, a certification to the City that all Public Improvements have been completed and the total costs of the Public Improvements signed by an authorized officer of the Developer, together with such evidence reasonably required by the City Finance Director to evidence the costs of the Public Improvements and the completion thereof, including inspection reports (if any), and copies of invoices and proof of payment. Costs of the Public Improvements shall be added to the Reimbursement Obligation on the date the City Finance Director approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld.

For purposes of this Development Agreement, "costs" of the Public Improvements reimbursable to the Developer include the items of "costs of permanent improvements" set forth in Section 133.15(B) of the Ohio Revised Code and incurred by the Developer, directly or indirectly, except as set forth herein. These reimbursable "costs" of the Public Improvements include, but are not limited to: (1) the Developer's design costs (2) construction costs, (3) costs associated with any warranties for the Public Improvements, (4) inspection and design review fees, and (5) permit fees.

**Section 3.5 Public Easement for New Access Road.** The Developer agrees that it shall provide the City a public access easement on the Development Property for the purpose of the construction by the City of a new public access road between Singletary Drive and State Route 14 (the "Access Easement" ), however this Agreement does not obligate the City to construct a new public access road and the decision of when or whether to construct the access road is in the sole discretion of the City. The Access Easement will be established within a reasonable time following the execution of this Development Agreement by means of a mutually reasonably acceptable instrument to be drafted by the City and to be executed and recorded by the Developer (subject to the reasonable review and approval of the Developer). The cost of preparation and recording of the Access Easement, and any costs associated with the construction of the future access road, will be solely those of the City.

[End of Article 3]

## ARTICLE 4

### Event of Default

**Section 4.1 Event of Default.** It will be an Event of Default by the City or the Developer, as applicable, under this Development Agreement if:

- (a) The Developer fails to observe or perform any of the material covenants and obligations of the Developer under this Development Agreement and the failure continues for a period of ninety (90) days after notice, for default other than failure to pay Service Payments, and for a period of thirty (30) days, without any required notice, for failure of the Developer (as the Owner) to pay Service Payments.
- (b) The City fails to observe or perform any of the material covenants and obligations of the City under this Agreement and the failure continues for a period of ninety (90) days after notice.

**Section 4.2 Remedies in Event of Default.** During the continuance of an Event of Default, the City or the Developer will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Agreement, or by law or equity. Pursuit of any remedy by either party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

[End of Article 4]



## ARTICLE 5

### Miscellaneous

**Section 5.1 Term of Agreement.** This Development Agreement will be effective as of its date and will continue in full force and effect until all payments to the Developer have been made pursuant to Section 3.3 of this Development Agreement.

**Section 5.2 Progress Reports.**

- (a) Until completion of all the Public Improvements, the Developer must make quarterly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to construction of the Public Improvements.
- (b) To the extent required under the TIF Statutes and any other Applicable Laws, the Developer, as the Owner, must supply or cause to be supplied to the City from time to time such information as the City may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency under the TIF Statutes and any other Applicable Laws.

**Section 5.3 Discrimination Prohibited.** The Developer must not, in the use and redevelopment of the Development Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin, or ancestry in the sale or other transfer of the Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the City.

**Section 5.4 Force Majeure.** If the Developer is delayed or hindered in, or prevented from, the performance of any covenant or obligation of the Developer as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions, enemy acts, fire or other casualty, pandemics, or other cause beyond the reasonable control of the Developer (including failure to obtain necessary governmental approvals after the Developer's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance, or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance, or prevention.

The Developer's right to this extension will only be permitted if the Developer provides written notice of the delay to the City and the City acknowledges receipt of the Developer's notice of delay within ninety (90) days of the date the Developer becomes aware of the delay.. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section 5.4 constitute a termination of this Development Agreement.

**Section 5.5 Amendments and Waivers.** This Development Agreement will not be amended, supplemented, or modified or be deemed modified or amended in any manner except by an instrument in writing executed by the authorized representatives of both parties. No modification or amendment will be valid against the City unless first approved by City Council.

**Section 5.6 Political Contributions.** The Developer materially represents that no “prohibited entity” has, within the previous two calendar years, made one or more contributions totaling in excess of \$1,000.00 to the Mayor of the City or to the Mayor’s campaign committee. For purposes of this Section, “prohibited entity” includes any member, partner, shareholder, administrator, executor, or trustee of the Developer or the spouse of any of them.

**Section 5.7 Finding for Recovery.** The Developer materially represents that it is not subject to an unresolved finding for recovery of public money issued by the State Auditor under Section 9.24 of the Ohio Revised Code or, if subject to such a finding, it has taken the appropriate remedial steps required under said section to qualify to hold a public contract, or otherwise does qualify under said section to hold a public contract.

**Section 5.8 Prevailing Wage.** The Parties acknowledge and agree that the construction of Public Improvements owned or to be owned by the City or another “public authority” (as defined in Division (A) of Ohio Revised Code 4115.03) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements, which wages must be determined in accordance with the requirements of Ohio Revised Code Chapter 4115. The Parties have or will comply, and the Developer has or will require compliance by all the Developer’s contractors working on any Public Improvements owned or to be owned by the City or another public authority, with all applicable requirements of Ohio Revised Code Chapter 4115, including, without limitation, (i) obtaining the determination required by Ohio Revised Code Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by Ohio Revised Code Chapter 4115.

**Section 5.9 Entire Agreement.** This Development Agreement sets forth the entire agreement between the parties as to its subject matter, and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

**Section 5.10 Counterparts.** This Development Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement, the signature pages taken from the separate, individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts.

All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

**Section 5.11 Notice.** All notices, communications, requests, and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation electronic), and unless otherwise expressly provided will be deemed to have been sufficiently given or made when physically delivered or mailed by U. S. registered or certified mail, or in the case of notice by electronic transmission when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

If to the City:

City of Streetsboro  
Attention: Glenn M. Broska, Mayor &  
Attention: David Nott, Law Director  
9184 State Route 43  
Streetsboro, Ohio 44241  
Telephone: 330.626.4942

Electronic Mail: [mprocop@cityofstreetsboro.com](mailto:mprocop@cityofstreetsboro.com)

If to the Developer:

c/o Shady Lake Investments LLC  
Attention: Ryan Sommers  
6161 Oak Tree Boulevard, Suite 250  
Independence, Ohio 44131  
Telephone: 216.566.7887  
Electronic mail: [ryansommers@aboutpmc.com](mailto:ryansommers@aboutpmc.com)

**Section 5.12 Successors and Assigns.** This Development Agreement will be binding upon, and inure to the benefit of the City, the Developer and their respective successors and assigns. Except to (a) entities affiliated with the Developer (which for purposes of this Development Agreement shall include but not be limited to subsidiaries and affiliates), (b) entities used in a financing arrangement by the Developer or its affiliates to develop and equip the Public Improvements (which for purposes of this Development Agreement shall include but not be limited to entities used in a leasing arrangement), (c) any successor owner or transferee of the Development Property, or (d) successor entities as a result of a consolidation, reorganization, acquisition or merger, this Development Agreement and its benefits and obligations are not transferable or assignable by the Developer or its affiliates, in whole or in part, without the express, written approval of the City, which shall not be unreasonably withheld.

**Section 5.13 Governing Law.** This Development Agreement, and the rights and obligations of the parties under this Agreement, will be governed by, construed, and interpreted in accordance with the law of the State of Ohio without regard to conflict of laws principles.

**Section 5.14 Severability.** Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such

prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

**Section 5.15 Conflicts.** In the event any provision(s) of this Agreement conflicts with any provision(s) of the TIF Statutes or TIF Ordinance, the conflict shall be resolved by application of the TIF Statutes, TIF Ordinance, and then this Agreement, in that order.

**Section 5.16 City Income Tax Withholdings.** Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the Streetsboro Code of Ordinances.

**Section 5.17 Indemnity.** The Developer agrees that it will indemnify, defend and hold harmless the City, its elected officials, officers, employees and agents (each an "*Indemnified Party*") from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Developer or its employees, agents or contractors in the design and construction of the Public Improvements, excluding in all cases any liability or claims arising as a result of the gross negligence or willful misconduct of the City.

**Section 5.18 Headings and Table of Contents.** The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the City and the Developer have each caused this Development Agreement to be effective as of the date signed by the Mayor of the City of Streetsboro.

CITY OF STREETSBORO:

By: \_\_\_\_\_  
Glenn M. Broska, Mayor

Date: \_\_\_\_\_, 2024

The legal form of the within instrument is hereby approved.

By: \_\_\_\_\_  
David Nott, City of Streetsboro Law Director

Date: \_\_\_\_\_, 2024

SHADY LAKE INVESTMENTS LLC

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 2024

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Glenn M. Broska, the Mayor of the City of Streetsboro, Ohio, an Ohio political subdivision, on behalf of the City.

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

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Shady Lake Investments LLC, an Ohio Limited Liability Company, on behalf of the property owner.

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

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATE**

As fiscal officer for the City of Streetsboro, I hereby certify that funds sufficient to meet the obligations of the City in this Development Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The City has no obligation to make payments pursuant to this Agreement except from Service Payments to be collected for deposit into the TIF Fund, which Service Payments are in the process of collection. No City expenditures will be required in 2024. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

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Date

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Matthew Miller, Finance Director

## **Index of Exhibits**

**Schedule 1 – Definitions**

**Exhibit A – Map of Development Property**

**Exhibit B – Legal Description of Development Property**

**Exhibit C – Description of Public Improvements**



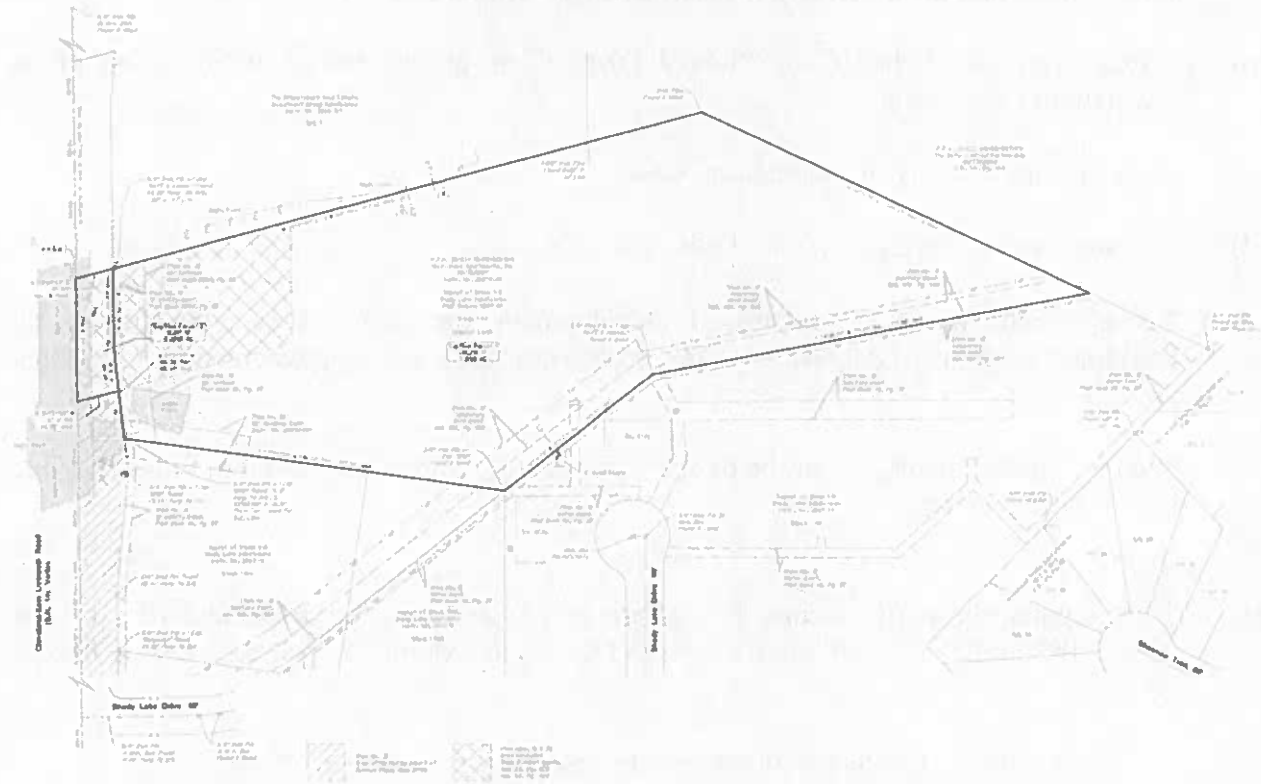
## Schedule 1 Definitions

The following defined terms are used in the Development Agreement:

- (a) "Applicable Laws" means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the TIF Statutes governing the design, planning, construction, and installation of the Public Improvements.
- (b) "Streetsboro City Schools" or "School District" means the Board of Education of the Streetsboro City Schools.
- (c) "City" means the City of Streetsboro, Ohio.
- (d) "County" means Portage County, Ohio.
- (e) "Development Agreement" means this Development Agreement, between the City and the Developer dated as of August \_\_, 2024, and as amended and supplemented in accordance with its terms.
- (f) "Public Improvements" mean the public infrastructure improvements more fully described in Exhibit "C" hereto.
- (g) "Development Property" means the real property identified as parcel numbers 35-033-00-00-011-000 and 35-034-10-00-001-005, and shown in Exhibit "A" and described in Exhibit "B".
- (h) "Event of Default" means any of the events described in Section 4.1 hereof.
- (i) "Permitted Encumbrances" means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens, or title exceptions that are superior to or on a parity with the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.
- (j) "Service Payments" means the payments in lieu of taxes paid by the Owner in accordance with Section 3.2 hereof and the TIF Ordinance with respect to the Improvement.
- (k) "TIF" means the tax increment financing by the City for the Public Improvements.
- (l) "TIF Ordinance" means Ordinance No. 20XX-XX, adopted \_\_\_\_\_, 2024 by City Council.

# Exhibit A

## Map of Development Property



**Exhibit B**  
**Legal Description of Development Property**

For: Shady Lake Investments, LLC  
State Route 14  
Streetsboro, Ohio 44241

Parcel Number(s): 35-034-10-00-001-005  
35-033-00-00-011-000

**LEGAL DESCRIPTION OF RECORD**

PARCEL 1:

Situated in the City of Streetsboro, County of Portage and State of Ohio, in the Replat of Block 1-R, Shady Lake Subdivision, Plat 2004-81 of a part of Original Streetsboro Township, Lot Nos. 34, 35, 44 and 45 and known as being all of Block 1-R4, as shown by the recorded in Plat Volume 2007-64.

PPN: 35-034-10-00-001-005

PARCEL 2:

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being a part of Original Streetsboro Village Lot No. 34, and being a part of parcel of land transferred to Shady Lakes Apartments, Inc. by Deed in Book 391, Page 0875 of the Portage County Deed Records, dated December 18, 1999 and being further bounded and described as follows:

Beginning at a 1" iron pin monument found on the centerline of Cleveland - East Liverpool Road (State Route 14) (Width Varies), ODOT Project POR-4 - (1.78-3.68) Station 110+00.00;

Thence South 45°39'28" East, along the centerline of said Cleveland - East Liverpool Road, a distance of 551.57 feet to the Northwestern corner of said Shady Lakes Apartments, Inc. parcel of land, and also being the Southwesterly corner of land conveyed to Streetsboro Real Estate Investment Group, Ltd. by Deed file No. 200432401 of the Portage County Deed Records and being the PRINCIPAL PLACE OF BEGINNING of the parcel herein described;

Course 1: Thence North 29°48'51" East, along said northerly line of Shady Lakes Apartments, Inc. parcel of land, and also being the southerly line of said Streetsboro Real Estate Investment Group, Ltd. parcel of land, a distance of 62.01 feet to a 3/4" iron pipe found at the northwesterly corner of land being known as Residual Block 1-R4, as recorded in Plat 2007-64 of Portage County Map Records;

Course 2: Thence South 45°39'28" East, along the westerly line of said Residual Block 1-R4, a distance of 130.72 feet to a 5/8" iron pin set;

Course 3: Thence South 49°53'29" East, continuing along said westerly line of said Residual Block 1-R4, a distance of 67.99 feet to a 5/8" iron pin set;

Course 4: Thence South 30°06'13" West, along the said southerly line of Shady Lakes Apartments, Inc. parcel of land a distance of 67.11 feet to a magnetic nail set on the centerline of Cleveland - East Liverpool Road (State Route 14);

Course 5: Thence North 45°39'28" West, along the centerline of said Cleveland - East Liverpool Road, a distance of 199.46 feet to a to the principal place of beginning and containing 0.2887 Acres (12,157.44 Square Feet) of land, according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in March of 2016.

The basis of bearings for the premises surveyed is NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401).

Be the same more or less, but subject to all legal highways & easements of record.

PPN: 35-033-00-00-011-000

Note: The properties described above are the same properties described in the ACT Title Agency, LLC, a division of Chicago Title Insurance Company commitment number 2300151305-04 with an effective date of October 10, 2023.

## **Exhibit C**

### **The Public Improvements**

All of the Public Improvements described below are hereby determined to be “**public infrastructure improvements**” (as defined in Division (A)(8) of Ohio Revised Code Section 5709.40) and are intended to directly benefit the Development Property described in Exhibit A. The Public Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of costs of permanent improvements described in Division (B) of Ohio Revised Code 133.15, and incurred with respect to the Public Improvements, which said costs specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), and all other appurtenances thereto; and,
- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and,
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,
- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash

receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and,

- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and,
- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the Public Improvements and maintaining the TIF revenue, including but not limited to engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and,
- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 644-224-3338 FORM NO. 30543

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2026, AND DECLARING AN EMERGENCY IN ORDER TO IMMEDIATELY BEGIN PROJECTS USING REVOLVING LOAN FUNDS.

WHEREAS, the Ohio Department of Development administers the federal Community Development Block Grant ("CDBG") program for the State of Ohio; and

WHEREAS, the City of Streetsboro has been determined to be an eligible recipient of CDBG funds from the Ohio Department of Development to finance eligible activities that may generate program income; and

WHEREAS, the Ohio Department of Development has permitted the establishment of economic development revolving loan funds ("RLF's") within local political subdivisions to meet primary development goals of expansion and stability of economic base of the designated area of Economic Development RLF: increasing employment opportunities for low and moderate-income persons in designated areas of the Economic RLF; and supporting community development initiatives with activities that benefits low and moderate-income persons to prevent or eliminate slums or blight; and

WHEREAS, the Ohio Department of Development desires to have the City of Streetsboro administer an Economic Development RLF using CDBG Program Income for the aforementioned purchases.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: The Mayor is hereby authorized to enter into a Revolving Loan Fund Administration Agreement with the Ohio Department of Development, from January 1, 2024 through December 31, 2026 and execute any and all documents necessary for same.

SECTION 2: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the City wishes to begin administration of an Economic Development RLF as soon as possible and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor



**State of Ohio**  
**Community Development Block Grant Program**  
**Revolving Loan Fund Administration Agreement**

This Economic Development Revolving Loan Fund ("RLF") Administration Agreement ("Agreement") is made and entered into by and between the Ohio Department of Development ("Grantor") and **Streetsboro, City of** ("Grantee"), UEIN **GUJSGD22RZG6**, for the period beginning **Jan. 1, 2024** (the "Effective Date") and ending **Dec. 31, 2026** (the "Termination Date").

**Background Information**

- A. Grantor, through its Office of Community Infrastructure ("OCI"), administers the federal Community Development Block Grant ("CDBG") program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has permitted the establishment of Economic Development RLFs within local political subdivisions to meet the primary development goals of:
  - 1. Encouraging the expansion and stability of the economic base of the designated area of the Economic Development RLF.
  - 2. Encouraging increased employment opportunities, particularly for low- and moderate- income (LMI) persons in designated areas of the Economic Development RLF.
  - 3. Supporting community development initiatives with activities that benefit low- and moderate- income persons and aid in the prevention or elimination of slums or blight.
- D. Grantor desires to have Grantee administer an Economic Development RLF using the CDBG Program Income and Grantee desires to administer an Economic Development RLF using the CDBG Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Statement of The Agreement**

- 1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit all Economic Development Program Income into an Economic Development RLF account held by the Grantee.

2. **Definitions.**

- a. Economic Development RLF is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCI's Program Income Policies and Procedures Manual, available on OCI's Technical Assistance website (<https://development.my.site.com/OCDTA/s/article/Revolving-Loan-Fund-Program-Information>), which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b. Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State-administered CDBG program funds for economic development, downtown revitalization, and microenterprise business development activities.
- c. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF plan that includes the policies and procedures established by Grantor in the **OCI Program Income Policies and Procedures Manual**. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies, and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCI's **Program Income Policies and Procedures Manual**, the local RLF plan, and the current Ohio Consolidated Plan, which can be found here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>

4. **Project Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

5. **National Objective Requirements.** Grantor will review the approval request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

6. **Subrecipient Agreements.** Except under circumstances subject to **Policy Notice 20-04: Use of Subrecipients for Public Services Activities**, Grantee shall not sub-grant or sub-loan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCI within 15 days of any change in status of the designated administrative agent.



7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate interest-bearing fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than 30 days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations, and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.
  - a. If Grantee proposes to commit Economic Development Program Income to an OCI grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCI grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
  - b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 24 CFR Part 42 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

- 12. Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least 60 days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.
- 13. Records, Access, and Maintenance.** Grantee shall establish and maintain for at least three years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCI Program Income Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.
- 14. Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
- 15. Audits.**  
The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCI Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven days following submission to the FAC, the Grantee must notify Grantor at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached but is not required.

16. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
17. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.
18. **Build America, Buy America.** The grantee certifies that it will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021- and the regulations at 41 U.S.C. §8303, to the greatest extent feasible:
- a. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds \$250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:
    - i. Unmanufactured articles, materials, and supplies that have been mined or produced in the United States.
    - ii. Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.
  - b. It will comply with the following domestic preference requirements on a phased implementation schedule according to HUD's Phased Implementation Waiver 6331-N-10A:
    - i. **Effective July 1, 2023:** All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes,

from the initial melting stage through the application of coatings, occur in the United States.

- ii. **Effective July 1, 2024:** All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.
- iii. **Effective July 1, 2025:** All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

19. **Section 3.** The grantee certifies that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:

a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
  - 1. Section 3 workers residing within the service area or the neighborhood of the project.
  - 2. Participants in YouthBuild programs.

b. Contracting.

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
  - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
  - 2. YouthBuild programs.

20. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCI's **Program Income Policies and Procedures Manual** and the local RLF plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
21. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
22. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- a. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - i. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - ii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
    - iii. Cancellation of the grant of funds from HUD.
  - b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
  - c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCI's Program Income Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCI Program Income Policies and Procedures Manual.

23. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
24. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
25. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. Additional information found in OCI 15-07: Resolving a Potential Conflict of Interest.
26. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
27. **Adherence to State and Federal Laws and Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and

regulations

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
28. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
29. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
30. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
31. **Miscellaneous.**
- a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Attn: Deputy Chief  
Office of Community Infrastructure  
Ohio Department of Development  
77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001
- ii. In the case of Grantee, to:
- Streetsboro, City of  
9184 St. Rt. 43  
Streetsboro, OH
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in Agreement are inserted for convenience



only and shall not be deemed to be a part of Agreement.

- i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses", as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

**Signature**

Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth, their respective signatures effective as of the Effective Date

**Grantee:**  
Streetsboro, City of

**Grantor:**  
State of Ohio  
Ohio Department of Development  
Lydia L. Mihalik, Director

Authorized Official:

By:

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED

AUG 21 2024

CLERK OF COUNCIL  
STREETSBORO, OHIO

8/15/24

Dear Members of Council:

As discussed over the past two or three years, we are very close to implementing Property Assessed Clean Energy (PACE) in Streetsboro. As a quick recap, PACE can help our existing buildings get some new life. We cannot offer a real property tax credit to a company moving in if they are not expanding the envelope of the building. As we saw with Layer Zero moving into the old Deluxe plant on Philipp Parkway, the only tool we have to incentivize a company to take over an existing building is to share income tax. By creating PACE, we give the companies an option to upgrade the building they move into at long term, fixed rate financing and receive a tax break. I'd rather offer this any day than offer to share income taxes. So far, Gebhardt, Bulten, L'Oreal, Delta Systems, Waltco and Alacriant have expressed an interest in PACE so if we roll out the tool, we have a pretty full pipeline of existing companies we can help. The old Giant Eagle at Market Square needs to be fixed up but would not be eligible for a property tax break. The Giant Eagle has broken its water pipes repeatedly and perhaps we can see if there is a way to add an energy efficient meter to incentivize Intera to fix that mess.

While we have a lot of companies interested in PACE, no one in the private sector is going to deal with the bureaucratic nonsense to get this tool rolled out. There is a lot of red tape and that is why it has taken years for us to even get to this point. Once the first project is done, expanding the area is a breeze, but often the government leads the way for PACE. In Summit County, most of the cities borrowed the money to make minor upgrades to a facility and then allowed the rest of the program to spread. The other primary challenge in getting PACE set up is finding a lender. City Hall cannot meet the legal definition of a PACE project without borrowing the funds necessary for the energy efficient upgrades but most commercial lenders that do PACE wouldn't consider anything less than a few hundred thousand dollars. Finding someone to service our loan, at under \$3k, was a major challenge. It just isn't worth the paperwork for the banks and Portage County was hesitant about letting Summit County come in to make the loan. As such, we had to set up a mechanism for the Portage County Port Authority to not only get comfortable with the loan but find a way to do it and bring the county auditor, who will handle the assessment, along for the ride.

Project:	Upgrade lighting at Service Garage to LED lights
Materials Cost:	\$2,809.98 (we will borrow a bit more in case prices change by September)
Lender:	Portage County Port Authority
Rate:	5.4% fixed (same rate they get from STAR Ohio so just don't want to lose \$)
Term:	2 year (this is the minimal term we were advised to go to make the loan legal)
Estimated Interest:	+/- \$160 over 2 years
Origination Fee:	\$1,500 (pay the port's outside counsel for setting this up)
Annual Fee Min:	\$250 (as likely we will not trip over the 50-basis point of assessment)
Auditor Fee:	0.25% (for administering the assessment)

So, all in, we can expect to pay roughly \$2,200 to borrow \$2,810. The Port is not really trying to make money on us (just replace what they would have lost in STAR Ohio account) and the majority of that \$2,200 is for origination (i.e., pay the port's lawyer at Roetzel and Anders). I know we have the money on hand to be done with the Service Garage upfitting. Don't think of it as losing \$2,200, think of it as an investment. Even if all we do with PACE is help one company come to town, I guarantee you that we would only need a company with a +/- \$100,000 payroll for us to break even on the deal. With some of our major employers, like Delta, onboard, we will be more than fine. It is an investment. The other way to look at it is that even if we don't ever make a single PACE deal, in the two years that it will take for us to pay off the loan we will have saved +/- \$2,600 in energy costs from upgrading the Service Garage from fluorescent to LED, so from year 3 onward the city will have still saved money<sup>1</sup>.

Borrowing the money is the critical step in making the upgrade an eligible PACE project. If you agree to borrow the funds from the Port Authority, we will petition the Energy Special Improvement District (ESID) to allow Streetsboro to join as use the Service Garage Upgrade that saves us \$1,290/year as the energy project. Once the Streetsboro's PACE project is accepted by the ESID Board, we pass legislation to join and appoint up to two members of the board. Since we were originally going to be first, but Suffield Township beat us to the punch, we already have City Engineer Czekaj on the board so I don't think we will have any issues getting our ESID petition approved. If you agree to the funds being borrowed, we will have some legislation and the loan documents, etc. on the September Finance Committee Agenda.

Unlike most discussions that City Council engages in, this one has had many months, and sometimes years, in between discussions with the body. I wanted to make sure we had one final discussion before the train leaves the station. Should you have any additional questions, please do not hesitate to reach out. It has been a long time to get here and I'm excited to almost wrap this up and help businesses like L'Oreal, Delta, or Waltco. Thank you.

Respectfully,



Patrick O'Malia

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<sup>1</sup> We spend \$2,236.32 / year in energy costs with our traditional fluorescent lighting at the Service Garage. By upgrading to LED, it will cost us \$945.60 / year.



**10325 STATE ROUTE 43  
STREETSBORO OH 44241  
(330) 562-2609 Fax (330) 562-2584**

**Quotation**

QUOTE DATE	QUOTE NUMBER
08/16/24	S005373561
ORDER TO: 07 - MARS ELECTRIC CO. 10325 STATE ROUTE 43 STREETSBORO OH 44241	PAGE NO:  1

QUOTE TO:  
CITY OF STREETSBORO  
9184 STATE ROUTE 43  
STREETSBORO, OH 44241

SHIP TO:  
CITY OF STREETSBORO  
9184 STATE ROUTE 43  
STREETSBORO, OH 44241

ORDERED BY	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
Bob	Service Garage		ZZZ	
QUOTE	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
EAB	07 STREETSBORO	Net Due 30 Days	08/16/24	No
ORDER QTY	DESCRIPTION	NET PRC	UOM	EXT PRC
10ea	SAT 65-770R3 11" LED UFO HIGHBAY 30K/40K/50K 80W/100W/120W 0-10V 120-347V IP65 BLACK	112.082	ea	1120.82
40ea	RAB T8-12-48G-8CCT-HYB T8 12W 4FT TYPE A+B 5-CCT 30K/35K/40K/50K/65K 80CRI GLASS 120-277V 0-10V	7.000	ea	280.00
10ea	LITH 65BEMW SWW5 90CRI M6 5"/6" LED RETRO BAFFLE DWNLT 5CCT 900Lm (27K/30K/35K/40K/50K) *REPLACES 5RLD/6RLD*	15.741	ea	157.41
3ea	RAB WP2XFU60 WP2 LED WALLPACK W/PC 30K/40K/50K 35W/45W/60W SELECT 5214Lm-9140Lm 0-10V 120-277V BRZ	142.593	ea	427.78
4ea	RAB X17XFU60 X17 LED FLOOD W/PC 30K/40K/50K 30W/50W/60W SELECT 3891Lm-8372Lm KNUCKLE 0-10V 120-277V BRZ	167.242	ea	668.97
4ea	RAB SFX17-60-80 SF KIT X17 X17 BZ **NONSTOCK Product **	38.750	ea	155.00

**This is a Quotation.**

Quotes are subject to change at any time based on manufacturer revisions.

Subtotal	2809.98
S&H CHGS	0.00
<b>Total Due</b>	<b>2809.98</b>

		flur	led
	T 8 bulbs	28w (\$82)	12w (\$40)
	T 5 Fixtures		

High Part	←	T-8 Bulbs Flur.	\$ .82 Each X
		LED Fix	\$4.03 Each month

Wall Pack	250 HPS	(\$12.60 Each month, Each)
Wall Pack	LED	(\$3.02) Each month, Each

Parking lot Light	250 HPS	12.60 Each
Parking lot Light	LED	3.02

- CAN	flur	led
	\$2.02	\$ .17

- Wall Packs	HPS	LED
	\$453.60 yr	\$108.72

- Parking lot Light	\$604.80	\$144.96
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- 10 fixtures	flur	LED
	\$590.40	483.60

- Shop fixtures	flur	LED
	\$393.60	\$192.

- Office	flur	LED
	193.92	\$16.32

Total yearly	flur	led
	2,236.32	945.6
		\$1,290.72

## Property Assessed Clean Energy (PACE) Economic Development Tool Overview

1. What is PACE? PACE is a financing mechanism that allows for long term, low-rate financing to undertake an energy improvement. The installation of solar panels or even just upgrading the lighting in a large commercial building is a major expense. PACE helps make the decision to invest much easier as it can cover 100% of a projects costs with virtually no out of pocket expenses (short of paying fees / closing / etc.). It can, in theory, cover all of the project's hard and soft cost and can have long financing terms (upwards of 20 years) to make the investment more palatable when a simple return-on-investment calculation is harder to compute. PACE is assessed to the property.
2. Why does Streetsboro need PACE? European companies are placing a focus on renewable energy. Streetsboro is home to many European owned companies like Hiab (Waltco / Moffett), L'Oreal, Gebhardt, Bulten, etc. Many long-time businesses are also being acquired by European parent companies. For example, Talis Clinical, was purchased by Getinge, a Swedish company. Almost all of these companies would like to have solar panels or other improvements to reduce their carbon footprint, either to comply with EU laws or for appeasing the stockholders (I've heard both). While they would like these improvements, the return-on-investment calculations are not always as clear here in America which has a different tax / incentive structure. Asian companies are also interested in this, and if the program were to be rolled out in all of Portage County there are companies like LG Chemicals (Korean company who has invested in Ravenna and may invest in Streetsboro) that would utilize the tool to meet goals and offset costs.
3. What are eligible projects? The overall goal is to encourage energy savings and reduce the upfront costs to property owners to install / upgrade energy efficiencies. New windows, large industrial ceiling fans, solar panels, windows, demand reduction controls for machinery, new HVAC systems, water conservation and LED lighting are all examples of what could qualify but by no means is the list exhaustive. One of the nice things about PACE is that it can be used to breathe new life into old buildings. Most of my economic development tools are for adding square footage or creating jobs but this is an opportunity to help businesses that don't have a need to hire, don't need or can't afford an expansion, but still have to control costs. No matter what kind of business you're in you need to heat, cool and light the facility so there is a chance many companies may look at this tool.
4. What is the proposed city project? It is typical of governments to identify a small project that they can complete so they can navigate the bureaucracy instead of letting the private sector get lost in red tape. Upgrading the lighting at the Service Garage will cost \$2,864.18 but is an eligible expense to use PACE. In addition to this sum, we will likely pay \$150 – 300 for an application fee to either the Summit or Portage County Port Authority to get it rolling and issue the loan. The application fee is inclusive of interest so it is very cost effective to set up a new tool. We can finance this ourselves, but for a few extra bucks we can maximize economic development impact and pay it off in a year.
5. How does the City get authorization to create PACE? It identifies a project, like upgrading garage lighting, that will save energy and this triggers creating an Energy Special Improvement District.

6. What is an Energy Special Improvement District (ESID)? A public body created under Ohio Revised Code Chapter 1710 and controlled by a Board of Directors. Cities, Villages and Townships that wish to participate (once they have a project) can petition the Board of Directors to join. Once a member of the ESID, the political subdivision will have the authority to levy a special assessment on the property tax bill of the building that is undertaking the energy improvements via PACE. The ESID is necessary to be set up first and PACE comes second; by law PACE financing may only be provided within an ESID. I thought it easier to start with talking about the benefits of PACE first than the bureaucratic aspect of the ESID, so we can keep focus on the end goal.
7. Doesn't Portage County already have an ESID? Yes, the Village of Hiram has an ESID but used NOPEC (public utility co-op) to finance everything. Streetsboro and other communities in the county are not NOPEC members. While we could theoretically expand the Hiram ESID to Streetsboro, we have been recommended by the Portage County Port Authority's legal counsel, Roetzel and Andress to set up our own to be cleaner and avoid NOPEC forcing its way into communities that may not want them as a partner or financier. Hiram can make its own determination on if it wants to dissolve theirs and join the new one or not; it is really just a paperwork issue at this point as the loan is complete.
8. How is a PACE loan paid back? The owner of the property pays the loan back with their regular property tax bill. The County Auditor charges for the PACE loan the same way they would for other public improvements like water lines or sidewalks.
9. Who will administer the tool? We will likely use Summit County's Port Authority initially, and then roll it over to the Portage County Port Authority. I've known the Executive Director of Summit, Chris Burnham, for a long time and he is a master at this tool. I leveraged this connection to bring this new economic development program to our city in a way that makes sense for us. Summit County will serve as the lender for larger projects with a bond fund but Portage can handle smaller projects.
10. What happens next? Assuming Council is ok with spending a few extra bucks to bring in a new economic development tool, I will then bring the project to the Portage County Port Authority (I am a board member). Assuming it is passed (no indication thus far that they won't) we will let Portage County learn from Summit and take the tool in house. The ESID will be formed using the Port's legal counsel, Roetzel and Andress, to handle the paperwork. Once the ESID is formed, we will apply the project, line up the financing, and be ready to rock. We will also have City Council appoint someone to the ESID board and the Mayor will make an appointment. You can elect to appoint the same individual, they'll just have two votes. I will also have to coordinate with the County Auditor to make sure that they understand this assessment tool. Much work remains but Council needs to decide if this is worthwhile before I can take the next steps to bring the PACE/ ESID into being.
11. Can PACE be used for residential? Yes. That is trickier but Summit County has an active program we could learn from. If we are all going to start driving electric vehicles, by choice or lack of market options, this might make sense as energy rates increase. That could, in theory, make it even more attractive for our businesses so there isn't a grid brown out when everyone comes home at 5 PM to plug in and places a strain on the system. That would be killer for any manufacturer's 2<sup>nd</sup> shift!



**Streetsboro  
Parks & Recreation  
Department**

# Memo

**To:** Finance Committee Members  
**From:** Greg Mytinger, Parks & Recreation Director  
**cc:** Glenn M Broska, Mayor  
Matt Miller, Finance Director  
**Date:** 8/19/2024  
**Re:** Floyd North Bicentennial Park - Site Electrical

RECEIVED

AUG 21 2024

CLERK OF COUNCIL  
STREETSBORO, OHIO

Members of Council,

Attached is a proposal from Write Engineering to provide engineering services for the Floyd North Bicentennial Park project. The proposal includes the following services:

- Provide an electrical service and necessary associated equipment to serve the pavilion and future restroom building.
  - Coordinate electrical services requirements with First Energy
- Electrical distribution design including metering, panelboard, service disconnect and structure/rack for equipment
- Specifying receptacles and lighting for pavilion equipment.
- Provisions for future restroom building.

The cost for these services is \$7,500.00

The purchase request is from line item: 401.32.5773 Parks/Recreation Improvements

Please let me know if you have any questions.

Greg Mytinger, CPRP  
Parks & Recreation Director

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 644-224-3338 FORM NO. 30943

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING FOR WRIGHT ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR THE FLOYD NORTH BICENTENNIAL PARK PROJECT, IN AN AMOUNT NOT TO EXCEED \$7,500.00. AND DECLARING AN EMERGENCY TO ALLOW THE COMMENCEMENT OF SERVICES AS SOON AS POSSIBLE.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, thereto concurring that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Wright Engineering for engineering services for the Floyd North Bicentennial Park Project, in an amount not to exceed \$7,500.00.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the Capital Fund, Account No. 401.32.5773.

SECTION 3: All formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 4: This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that it is immediately necessary to allow the design group to commence their services immediately. For this reason and other reasons manifest to this Council, this ordinance shall take effect and be in force immediately upon proper passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Parks and Recreation Director



WRIGHT  
ENGINEERING

EXHIBIT

T-7655

08/13/2024

Attn: Greg Mytinger  
Streetsboro Parks & Recreation Director

Re: Floyd North Bicentennial Park Site Electrical – Engineering Fee Proposal  
PN: 408-24-04

Dear Greg:

Thank you for considering our Proposal for engineering services. We have included a specific description of the services we intend to perform for the proposed compensation. Our goal is to provide the best possible value for the engineering services that you need. If in reviewing the services offered in our Proposal you feel we have included too much, or too little just let us know and we will be happy to make adjustments.

**Scope of Our Work:**

Our Engineering Services Proposal and our Basic Services fees proposed for this project are based on the following scope, assumptions, and notes. Our understanding is that The Project in general includes:

- I. Providing an electrical service and necessary associated equipment to serve the pavilion and future restroom building.
  - A. Coordinating electrical service requirements with First Energy.
- II. Electrical distribution design including metering, panelboard, service disconnect, and structure/rack for equipment.
- III. Specifying receptacles and lighting for the pavilion equipment.
- IV. Provisions for the future restroom building.

**Info and Material that will be Necessary for you to Provide**

For the purposes of this Proposal, and in order to properly conduct our work, we will depend on the following to be supplied to us by your office, in sufficient time to be properly coordinated into our work:

- I. Electronic (Autodesk AutoCAD or Revit format) plan view backgrounds for all areas requiring engineered systems in sufficient time for us to accommodate reasonable production schedules, to be transmitted in compatible Autodesk Revit or AutoCAD format.

Do it Once, Do it Wright

[www.wright-engineering.com](http://www.wright-engineering.com)

190 N Union St Suite 303 Akron, OH 44304

## **Basic Services**

All normal expenses encumbered by our office in the preparation of our Scope of Our Work, except those indicated as Reimbursable Expenses will be included in our Basic Services Fees to you as a part of this work.

Our Basic Services for this project will include the following:

- I. General:
  - A. Preparation of document drawings electronically utilizing the Autodesk Revit drafting format (version 2024 or earlier) utilized by our office unless otherwise mutually agreed upon between our offices during the course of document preparation.
  - B. Preparation of document specifications in drawing format or Microsoft word book format as determined appropriate by our office.
- II. Design Phase
  - A. Perform fieldwork to document the existing conditions.
  - B. Perform Engineering calculations to size systems and major equipment.
  - C. System design and selection of equipment.
  - D. Develop drawings and detail design concepts.
  - E. Write technical specifications.
  - F. Issue bid documents (drawings and specifications).
- III. Construction Administration Phase
  - A. Review shop drawings
    1. Note: Shop drawing review is limited to those submittals required by the construction contract.
  - B. Respond to requests for information (RFI's)
  - C. Perform a site visit to review construction progress and identify deficiencies.
    1. Issue field observation report (aka Punchlist).
    2. Additional site visits as requested will be performed upon your request as Additional Services at our current hourly rates.

## **Deliverables**

Deliverables for this project will include the following:

1. One set of electronic drawings as required to adequately indicate the designed work. Drawings can be furnished as Revit files, AutoCAD DWG files or PDF files.
2. One set of electronic specifications.

## **Additional Services:**

The following general items are not included in our Basic Services in this Fee Proposal (nor any other service not specifically referenced herein) and if requested and mutually agreed upon will be performed as Additional Services requiring additional compensation (see Compensation Section):

1. Any "outside" service not specifically identified herein.
2. Design of the "Future Restroom Building".
3. Additional design work not included under the scope described herein, or redesign work required as a result of changes made to the documents by our office as specifically requested by your office during the course of design, or after completion of design, not due to errors or omissions on our part shall be termed "Additional Services" and shall result in an amendment to the agreed upon fee and/or charged at our current hourly rates.

4. Revisions to the design necessary to meet the project budget (i.e. "Value engineering") after bid documents have been issued or re-bidding services
5. Additional design work required for the preparation of bid alternates or change orders as required by your office that are not anticipated in the Scope of Work section of this Proposal.
6. Not included in this Fee Proposal is preparation of "Record Drawings". This service will be proposed on request near the conclusion of the project when the extent of the deviation from design documents is better realized.

**Compensation**

**Fixed Fee**

We propose to complete the proposed scope of work on a fixed fee basis. Our Basic Services fee, based on the aforementioned conditions and scope, will be **\$7,500**. Should a scope change or Additional Services as defined herein be requested by your office, with our mutual agreement we propose to revise the flat fee as proposed and agreed upon in the supplemental design change order (DCO) proposal.

The attached General Conditions are an integral part of this Proposal. Invoicing for this project will be based on a % of completion for each phase. Refer to General Conditions. This proposal is only valid for 60 calendar days after issuance.

Thank you for the opportunity to present this Proposal. So that we may be sure that our Proposal agrees with your understanding of our involvement in the project, we request your written authorization to proceed based on our Proposal, or your modifications to it prior to the commencement of our work. Please return one copy for our files. Verbal or written requests to proceed with the work included in this Proposal without return of our executed Proposal must constitute your automatic acceptance of the conditions of this Proposal unless modifications to the conditions are mutually agreed upon at a later date.

Proposed by:

Wright Engineering, LLC

*Do it once, do it Wright*



Roger T McManus, PE

Wright Engineering LLC

Principal

**Approved/Accepted:** \_\_\_\_\_  
(Signature)

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Attachments: Proposal General Conditions

## **GENERAL CONDITIONS for WRIGHT ENGINEERING LLC PROFESSIONAL SERVICE**

### **Invoicing and Payments**

Invoicing for this project will be no more frequently than monthly, and may be less frequently at Wright Engineering's option.

Please advise if special billing formats or reference numbers are requested. Our fees and rates are based on the timely receipt of payment for our services performed. Invoices shall be payable within 30 days after the invoice date. A service charge of 1-1/2% per month will be applied to the unpaid balance after 60 days. (If the Architect does not receive payment from the client for that portion of the work accomplished by our firm, interest payments shall be waived).

### **Indemnification**

Wright Engineering, LLC and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorney's fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other party's, or some unrelated third party's negligence.

### **Fiduciary Liability**

The Engineer in proposing this Agreement to the extent permitted by law accepts reasonable liability to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement. Neither the Engineer nor the Engineer's sub-consultants (where applicable) make offer any fiduciary service to the Client and a part of this proposed Agreement and no fiduciary responsibility shall be owed to the Client.

### **Risk Allocation**

Our proposed fees depend specifically on the contractual limitation of our liability for projects. In order to protect the Client for the time period typically experienced to have claims occur, and at the same time limit the future insurance burden of Wright Engineering, which affects our fee structure, our Proposal includes a limited liability schedule. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, employees, agents and independent professional associates and consultants, and any of them, to (Owner/Client) and anyone claiming by, through or under (Owner/Client), for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Engineer's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Engineer or Engineer's officers, directors, members, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total compensation received by Engineer under this agreement, or \$500,000 whichever is smaller for the first three (3) years from the date of this Proposal, with no liability thereafter.

The Client shall not be liable to the Engineer and the Engineer shall not be responsible to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer, their officers, directors, members, employees, agents and independent professional associates and consultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

### **Dispute Resolution**

All claims, disputes or controversies between the parties to this agreement arising out of, or in relation to the interpretation, application or enforcement of the work performed in accordance with this Proposal shall be decided through non-binding mediation, subject to the parties agreeing to a mediator or mediators. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Wright Engineering, LLC.

### **Hidden Conditions and Hazardous Materials**

Wright Engineering, LLC will not be responsible for the discovery, presence, handling, removal or disposal (or the exposure of persons to) hazardous or toxic materials at the jobsite.

Wright Engineering, LLC shall not be responsible for hidden conditions nor any resulting expenses or damages related to encountering unanticipated hidden conditions during construction. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual examination.

#### **Use of Documents**

Conveyance of drawings, specifications or electronic data by the Engineer for the purposes of this project shall not deprive the Engineer of the right to retain electronic data or other reproducible copies of drawings and specifications or the right to reuse information contained in them in the normal course of the Engineer's professional activities. The Engineer shall be deemed the author of such electronic data or documents and shall retain all rights not specifically conveyed.

Unless specifically stated elsewhere in this agreement, the Client shall not use or authorize any other person to use or modify the drawings, specifications, electronic data and other instruments of service prepared by the Engineer for this project for any work other than the work covered by this specific agreement. Reuse without the Engineer's professional involvement will be at the user's risk and without liability to the Engineer.

Reproduction of the professional engineer's stamps of engineers of Wright Engineering LLC, electronically or otherwise, without Wright Engineering LLC expressed and specific written approval, is strictly prohibited by this agreement and may be an illegal act.

Under no circumstances shall the conveyance of the drawings, specifications, electronic data or other instruments of service be deemed a sale by the Engineer, and the Engineer makes no warranties, express or implied, or merchantability or of fitness for a particular purpose.

#### **Interruption or Termination of Services**

Wright Engineering LLC reserves the right to renegotiate fees in the event that the project is suspended and later resumed.

This agreement may be terminated by either party upon notifying the other party with 10 days written notice should the other party fail to perform their obligations hereunder. In the event of termination, the Client shall compensate Wright Engineering LLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

#### **Case Study**

Client agrees that Wright Engineering may devise a case-study focusing on the mutual success of the Services under this Agreement. The case study will be used for the purpose of Wright Engineering marketing its products and services, and other good-faith business purposes. Unless Client gives prior written consent, Wright Engineering agrees not to disclose Client's Confidential Information.

#### **Miscellaneous Provisions**

If our design work is required to result in a construction cost below a predetermined or budgeted value, in order to design to this value we must know the amount before we begin working drawings. If we are not advised of this amount before we are instructed to begin working drawings and it later results in a redesign on our part, then the work shall be billed as Additional Services as earlier described in this Fee Proposal.

The Engineer shall perform his services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the Engineer's profession in the performance of this work in similar locations as the work is being performed. The Engineer does not warrant or represent that the Project will attain any approvals or certifications [other than those expressly stated in the Proposal,] as compliance required to obtain such approvals or certifications may be beyond the control of the Engineer. Neither party to this Agreement may assign the rights or duties under this agreement to other parties not specifically named in the Agreement without written consent of the other party.

This Proposal is valid for a period of 60 days beyond the date of its writing. Please contact us for proposal updates if the Proposal has not been accepted during that time period.

In the absence of any further written agreements or supplements to this agreement between Wright Engineering LLC (The Engineer) and City of Streetsboro (The Client), this Proposal shall represent the entire agreement between the parties.

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 644-224-3338 FORM NO. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

AN ORDINANCE APPROVING AND RATIFYING THE DECISION OF CONCILIATOR SANDRA FURMAN AND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF STREETSBORO AND THE STREETSBORO PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL # 4281 ON BEHALF OF STREETSBORO'S FULL-TIME FIREFIGHTERS, AUTHORIZING THE MAYOR TO ENTER INTO THIS AGREEMENT AND DECLARING AN EMERGENCY, AS CITY COUNCIL DESIRES TO IMPLEMENT THIS AGREEMENT AT THE EARLIEST POSSIBLE OPPORTUNITY.

WHEREAS, the City of Streetsboro, has been in negotiations with the Streetsboro Professional Firefighters Association, IAFF Local # 4281, which represents Streetsboro's organized Full-Time Firefighters; and

WHEREAS, these negotiations were unsuccessful and the parties participated in fact-finding and this Council adopted the Findings of Fact and Recommendations contained in the report of the Factfinder Jack Buettner, dated and received April 15, 2024; and

WHEREAS, IAFF Local # 4281 rejected the Findings of Fact and Recommendations; and

WHEREAS, the parties then participated in binding conciliation before Conciliator Sandra Furman on July 18, 2024 and reached a successor Collective Bargaining Agreement between the parties to replace the Agreement which expired on December 31, 2023; and

WHEREAS, this negotiation process has produced an acceptable Collective Bargaining Agreement, which has been recommended to City Council by the Administration and which is acceptable to the members of the Professional Firefighters Association IAFF Local #4281, and which City Council desires to ratify and authorize the Mayor to execute.

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Streetsboro, County of Portage, State of Ohio, that:

SECTION 1. City Council hereby approves and ratifies the decision of Conciliator Sandra Furman, attached hereto as Exhibit "A," and the Collective Bargaining Agreement, attached hereto as Exhibit "B," it produced between the City of Streetsboro and the Streetsboro Professional Firefighters Association, IAFF Local # 4281, and authorizes the Mayor to enter into this Agreement on behalf of the City of Streetsboro.

SECTION 2. 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of this municipality and for the further reason that City Council wants to approve these Agreements at the earliest possible opportunity, to implement a successor collective bargaining agreement to the one already expired, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Michniak, President of Council



**BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

**City of Streetsboro,  
OH  
Employer**

And

Case No. **2023-MED-10-0932**  
Sandra Mendel Furman, Esq., Conciliator

**Streetsboro Firefighters, Local 4281,  
IAFF, AFL-CIO  
Employee Organization**

Parties' Representatives:  
Max Rieker, Esq.  
For City of Streetsboro

Ryan Lemmerbrock, Esq.  
For Employee Organization IAFF

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**Conciliator's Report**

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Background

The parties' prior collective bargaining agreement [cba] expired 12/31/23. It was a three year cba. There were multiple negotiation sessions held, resulting in several tentative agreements [TAs]. The remaining issues were submitted to Fact Finder Jack Buettner, appointed by SERB.

The Fact finding session convened at City Hall on 3/22/24. All remaining issues were mediated. None were resolved in mediation. The unresolved issues were heard in the Fact finding hearing. The Fact finding decision issued on 4/16/24 after a full hearing.

The Employee Organization [IAFF] timely rejected the Fact Finder Report; the City accepted it.

Sandra Mendel Furman was appointed as Conciliator through SERB. The hearing date of 7/18/24 was set by mutual agreement. The parties' representatives filed timely Conciliation Statements with appropriate exhibits. A RC 4117.14 (G).(11) waiver was signed by the parties during the bargaining process.

The Conciliator requested permission to attempt mediation on the single issue remaining in dispute: wages. More specifically, the parties were in disagreement about the amount of the equity adjustment proposed by each party, agreed to be paid in year one of the cba. This was the remaining issue after two other matters that went to fact finding were withdrawn by the Employee Organization.

**Report**

The parties in mediation agreed to the equity adjustment of 3.75% effective January 1, 2024.

As part of this agreed upon award, the Union noted its objection to and rejection of Fact Finder Jack Buettner's rationale and reasoning in his fact-finding report. The Union's position is that Fact-Finder Buettner's Report and Recommendations should have no precedential value in these or other negotiations.

**FINDING:**

The terms of Article 13 as agreed upon and awarded pursuant to RC 4117.14 are as follows:

**ARTICLE 13 – COMPENSATION**

13.01 Standard rate of pay for Fire Suppression personnel (24 hr shifts) shall be based upon annual hours of 2,496. Standard hourly rate of pay for Fire Prevention personnel (40 hours per week) shall be based upon annual hours of 2,080.

13.02 All full-time members of the Fire Department shall receive compensation and appropriate overtime based on the following schedule:

Effective January 1, 2024 – 3.75% equity adjustment then a 3.0% wage increase

<u>Step Level</u>	<u>2496 Hour Rate</u>	<u>40 Hour Rate</u>	<u>Yearly Rate</u>
Step 1	\$28.9959	\$34.7951	\$72,373.72
Step 2	\$30.0669	\$36.0803	\$75,046.99
Step 3	\$31.1380	\$37.3656	\$77,720.55
Step 4	\$32.2091	\$38.6509	\$80,393.82

Effective January 1, 2025 – 3.0%

<u>Step Level</u>	<u>2496 Hour Rate</u>	<u>40 Hour Rate</u>	<u>Yearly Rate</u>
Step 1	\$29.8658	\$35.8389	\$74,544.93
Step 2	\$30.9689	\$37.1627	\$77,298.40
Step 3	\$32.0722	\$38.4866	\$80,052.17
Step 4	\$33.1754	\$39.8104	\$82,805.64

Effective January 1, 2026 – 3.0% increase

Step Level	<u>2496 Hour Rate</u>	<u>40 Hour Rate</u>	<u>Yearly Rate</u>
Step 1	\$30.7617	\$36.9141	\$76,781.28
Step 2	\$31.8980	\$38.2776	\$79,617.35
Step 3	\$33.0343	\$39.6412	\$82,453.73
Step 4	\$34.1706	\$41.0047	\$85,289.81

A bargaining unit member increases Steps on an annual basis, upon their date of hire.

**13.03 Differentials:**

A. The wages of Fire Inspectors permanently assigned to the Fire Prevention Bureau working a forty (40) hours week shall reflect an eight percent (8%) differential of their current pay step.

B. For the first twelve (12) months of his/her promotion, a Lieutenant's wages reflect an eight percent (8%) differential of their current pay step. Thereafter, a Lieutenant's wages reflect a ten percent (10%) Officer differential of Step 4 of the current pay step.

C. Captain's wages shall reflect an eight percent (8%) differential of the current Lieutenant wage.

**13.05 Officer-in-Charge Pay:**

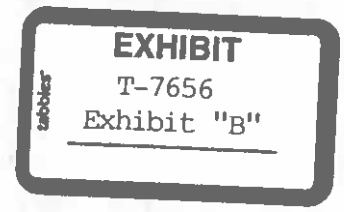
A. Any full-time Firefighter assigned by the Fire Chief to work in the capacity of a supervisor shall receive additional compensation of \$1.00 per hour to the Firefighters' hourly rate for each hour the Firefighter serves in the capacity of a supervisor.

B. In the absence of an Officer on duty, the determining factor in deciding who will be in charge of the shift, the Designated Officer-in-Charge (OIC) shall be based on seniority and competency among the firefighters on duty or as designated by the Fire Chief. Seniority provides the experience. The firefighter must also have demonstrated competency based Command skills and training by his shift officers to ensure safety of the firefighters and efficiency on the fire ground.

**Certificate of Service**

A copy of the foregoing was sent by electronic mail to SERB; Max Rieker, Esq. and Ryan Lemmerbrock, Esq. on this 22nd day of July, 2024.

*Sandra Mendel Furman, Esq. NAA*



**Collective Bargaining Agreement**

by and between

**City of Streetsboro**

and

**Streetsboro Professional Firefighters Association  
IAFF Local 4281**

**January 1, 2024 through December 31, 2026**

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**ARTICLE 1-PREAMBLE**

- 1.01 This Agreement is hereby entered into by and between the City of Streetsboro, Ohio, hereinafter referred to as “the Employer” and the International Association of Fire Fighters, Local 4281, Streetsboro, AFL-CIO, hereinafter referred to as “the Union.”

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time uniformed employees of the City of Streetsboro Fire Department excluding the rank of Chief, an administrative assistant chief (who does not work a 24/48 shift) part-time fire department employees and all other City employees.

**ARTICLE 3 – NEGOTIATION PROCEDURE**

- 3.01 The Collective Bargaining Law of Ohio, Chapter 4117 of the Ohio Revised Code, is hereby incorporated into this agreement, except as shall not conflict with the provisions herein.

**ARTICLE 4 – UNION MEMBERSHIP, MEETINGS AND DUES**

- 4.01 The employer agrees to deduct from each payroll, dues, fees and assessments, in an amount certified by the Secretary/Treasurer of the Local Union, from the pay of those employees who individually authorize in writing that such deductions be made. The Employer shall remit the total amount of deductions within fourteen (14) days of the deduction to the Secretary/Treasurer of the Union in the full amount deducted.
- 4.02 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity on behalf of, or membership in, the Union.
- 4.03 All members of the bargaining unit after sixty (60) days from the date of hire has an option to become I. A. F. F. members or pay a fair share fee to the I. A. F. F., Local 4281.

**ARTICLE 5 – WORK RULES**

- 5.01 The City has the right to promulgate and enforce reasonable Work Rules and Regulations which are not in conflict with this Agreement
- 5.02 The City will provide the Union with ten (10) days’ notice prior to implementing a new work rule, unless conditions require that the work rule be implemented immediately. The work rule will be considered consistent with the contract if the Union does not notify the City of any conflict within the ten (10) day rule.

- 5.03 It is the Employer's intention that work rules, where applicable, policies and procedures, and directives are normally to be interpreted and applied uniformly to all fire department Employees covered by this Agreement.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible list from the examination, and the original appointment from the eligible list are not appropriate subjects for collective bargaining.
- 6.02 Unless the City agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:
1. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
  2. Direct, supervise, evaluate or hire employees;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote or discharge for just cause, or lay-off; transfer, assign, schedule promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the workforce;
  9. Determine the starting and quitting time and the number of hours to be worked by its employees; and
  10. Take action to carry out the mission of the public employer as a governmental unit.



## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**Step 1** The employee or the employees concerned shall submit in writing a grievance to the Fire Chief within ten (10) days of the time the grievant knew or should have known of the alleged violation of this agreement. Said grievance shall include the specific violation. The Fire Chief shall convene a hearing within ten (10) working days and render a written decision within ten (10) working days of the hearing.

**Step 2** If the grievance is not settled in Step 1, the grievance shall be submitted to the Safety Director within five (5) working days of the Fire Chief's decision being received, who shall convene a hearing within fifteen (15) working days and render a written decision within ten (10) working days of the hearing.

Prior to proceeding to Arbitration, the Union and Employer may mutually agree to submit to grievance mediation as agreed to between the parties. Either party may request a list of mediators from FMCS from which to select a mediator, or the parties may mutually agree upon a mediator.

All grievances that have been appealed to arbitration may be referred to mediation unless either party determines not to mediate a particular grievance. Referral to mediation automatically stays the arbitration procedure.

1. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day.
2. The Union may select the Bargaining Unit members that it wants at mediation. Each party may have no more than three (3) representatives present at the mediation. The grievant will have the right to be present at the Mediation session.
3. Mediation efforts will be informal in nature and shall not include the taking of oaths, written opinions and the proceedings may not be recorded. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. In the event that a mediated grievance is appealed to arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held, or in the event the parties do not mediate a grievance, then no reference may be made to the fact the parties did or did not agree to mediate a grievance. Nothing said or done by the mediator nor any settlement offer put forth by either party may be referenced or introduced into evidence at the arbitration hearing.

4. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance within the parameters of the collective bargaining agreement. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have authority to compel the resolution of a grievance. If a grievance remains unresolved at the end of the mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.
5. The dates, times, and places of mediation sessions will be determined by mutual agreements of the parties. Each party shall designate a representative responsible for scheduling a mediation session.
6. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. The parties shall share fees and expenses for grievance mediation equally.

#### **ARTICLE 8 – ARBITRATION PROCEDURE**

- 8.01 If the grievance is not settled in Step 2, within thirty (30) days from the date that the party receives its decision at Step 2, unless the parties mutually agree in writing to extend this time period, the grievance shall be submitted to arbitration by either party, and the following procedures shall be followed.
- 8.02 An impartial arbitrator shall be selected from a list of seven (7) qualified arbitrators supplied by the FMCS (National Academy Members who reside in Ohio) upon request by either party.
- 8.03 Within five (5) working days of the receipt of the list, the parties shall make a mutual selection of an arbitrator in the event the parties cannot agree; the parties will alternately strike names until one is left.
- 8.04 The arbitrator will convene a hearing and render a written decision within thirty (30) business days.
- 8.05 The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this agreement, and he shall decide the issues presented on the basis of the preponderance of the reliable and substantial evidence in the record of proceedings and the express terms of the agreement.
- 8.06 The arbitrator's decision will be binding.

- 8.07 The arbitrator's expenses and compensation shall be paid for by the party losing the arbitration.
- 8.08 These time periods referred to above may only be extended by mutual agreement of the parties in writing.
- 8.09 The Employer, Union member employees have the right to be represented by or accompanied by legal counsel during early steps of these procedures.

### **ARTICLE 9 – DISCIPLINARY PROCEDURES**

- 9.01 No non-probationary employee shall be disciplined except for just cause.
- 9.02 Discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Verbal and written reprimands are not subject to arbitration. The employee may comment on the reprimand prior to it being placed in the personnel file. The employee may also place a rebuttal letter in his/her file on said charge. The employee shall have ten (10) days from the date of issuance to comment.
- 9.03 Any employee who has been accused of misconduct or a violation of the departmental and/or City Rules & Regulations, and in the accusations are the basis of an investigation by the department, shall have a written statement of the accusations made against them.
- 9.04 Whenever the Employer or his designee charges an Employee with a violation of department or City rules, or other misconduct, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours, if scheduling permits. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the Employee a written outline of the charges, which may be the basis of disciplinary action. The Employee must choose to:
  - A. Appear at the conference and present an oral or written statement in their defense;
  - B. Appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or
  - C. Elect in writing to waive the opportunity to have a pre-disciplinary conference. At the pre-disciplinary conference, the Employer may require the Employee to respond to the allegations of misconduct, which were outlined to the Employee. The Employee or his representative may present any testimony, witnesses or documents, which explain whether or not the alleged conduct occurred.
- 9.05 If the employee fails to attend the pre-disciplinary conference, or to otherwise provide information or an explanation of his alleged misconduct, the city shall make its decision

regarding just cause for discipline based on the facts and circumstances (including inferences drawn from them) known at the time of its decision.

- 9.06 Appeals of discipline, time off suspension, reduction in pay or removal, (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement. An appeal of discipline may be submitted directly to Step 2 of the grievance procedure within ten (10) days of the alleged violation of the Agreement.
- 9.07 The Employer agrees that all disciplinary procedures shall be carried out in a business-like manner.
- 9.08 Records of disciplinary action shall have no force and effect in future disciplinary actions according to the following schedule provided there have been no intervening disciplinary action taken during the same time period:
- |   |   |           |
|---|---|-----------|
| Verbal warning or written reprimand     | - | 12 months |
| Short term suspensions (3 days or less) | - | 18 months |
| Term suspensions (more than 3 days)     | - | 24 months |
- 9.09 Whenever a suspension is given to a bargaining unit member it is understood that it shall be recommended and implemented in hourly increments.

#### **ARTICLE 10 – HOURS OF WORK**

- 10.01 The regular work week shall be forty-eight (48) hours per week on the traditional twenty-four (24) hours on and forty-eight (48) hours off schedule for employees assigned to Fire Suppression duties. The starting time of the shift on Fire Suppression will be 0800 hours. The regular work week of the employee assigned to Fire Prevention bureau shall be forty (40) hours per week, with shifts consistent with Article 11.
- 10.02 For those employees assigned to Fire Suppression duties, in accordance with the Fair Labor Standards Act, the Fire Suppression work cycle shall be twenty-one (21) days with employees receiving one (1) twenty-four (24) hour “Kelly Day” per cycle. Employees shall select their Kelly Day by December 1<sup>st</sup> of the preceding year. Kelly Day selection shall be made by employee seniority.
- 10.03 Members of the respective platoons of the Fire Department may voluntarily trade time for personal reason(s) conditioned upon approval of the Fire Chief or his designee. The Chief shall be given seventy-two (72) hours’ advance written notice of such trade. Trading of time will not result in any overtime pay to any employee.
- 10.04 Daylight Savings time, Employees who work the shift during the conversion from Daylight Savings Time will be compensated for the shift.

## **ARTICLE 11 – FIRE PREVENTION BUREAU**

- 11.01 The City reserves the right to continue to assign employees to Fire Prevention Bureau under emergency conditions. This would be a temporary assignment until the position or positions can be permanently. No employee assigned to Fire Prevention will exceed six (6) months duration unless requested by said employee. All employees will serve on a rotation in Fire Prevention before any employee will be mandated to serve a second term unless requested by said employee.
- 11.02 Emergency filling of the Fire Prevention Bureau shall be by reverse seniority order. Reverse seniority order will be from the least senior to the most senior Firefighter. This order will be followed unless a senior member requests the appointment to said position.
- 11.03 The positions for Fire Prevention shall be bid with the following criteria:
- A. Fire Suppression employees may request a transfer to Prevention in writing.
  - B. Any employee bidding for a Fire Prevention position will be required to have an active Inspector's Certification.
  - C. Any employee bidding for a Fire Prevention position will be interviewed by the Fire Chief and/or his Designee.
  - D. In the event multiple employees bid for a Fire Prevention position the Fire Chief will have full discretion in the selection.
- 11.04 Employees in the Fire Prevention Bureau shall work a 40 hour work week. The overtime rate will be based upon all hours worked over forty (40) hours per week. When working a 24 hour shift on and 48 hours off, the overtime rate will be paid as outlined in Article 14.
- 11.05 When openings exists, all full-time employees covered by this agreement may bid for a permanent transfer from Fire Suppression (24/48 schedule) to Fire Prevention (5 day 40 hours or 4 day 10 hour), or vice-versa. Openings shall be filled from bids submitted.

## **ARTICLE 12- PROBATION**

- 12.01 Every newly appointed full-time Firefighter will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day which the Employee received compensation for the fulltime position, and shall continue for a period of one calendar year. During the probationary period the Employee will be evaluated at least once during the period. The probationary Employee may be removed at any time during his probationary period without recourse to the grievance/arbitration or other dispute resolution procedure.

**ARTICLE 13 – COMPENSATION**

13.01 Standard rate of pay for Fire Suppression personnel (24 hr shifts) shall be based upon annual hours of 2,496. Standard hourly rate of pay for Fire Prevention personnel (40 hours per week) shall be based upon annual hours of 2,080.

13.02 All full-time members of the Fire Department shall receive compensation and appropriate overtime based on the following schedule:

Effective January 1, 2024 – 3.75% equity adjustment then a 3.0% wage increase

Step Level	2496 Hour Rate	40 Hour Rate	Yearly Rate
Step 1	\$28.9959	\$34.7951	\$72,373.72
Step 2	\$30.0669	\$36.0803	\$75,046.99
Step 3	\$31.1380	\$37.3656	\$77,720.55
Step 4	\$32.2091	\$38.6509	\$80,393.82

Effective January 1, 2025 – 3.0% increase

Step Level	2496 Hour Rate	40 Hour Rate	Yearly Rate
Step 1	\$29.8658	\$35.8389	\$74,544.93
Step 2	\$30.9689	\$37.1627	\$77,298.40
Step 3	\$32.0722	\$38.4866	\$80,052.17
Step 4	\$33.1754	\$39.8104	\$82,805.64

Effective January 1, 2026 – 3.0% increase

Step Level	2496 Hour Rate	40 Hour Rate	Yearly Rate
Step 1	\$30.7617	\$36.9141	\$76,781.28
Step 2	\$31.8980	\$38.2776	\$79,617.35
Step 3	\$33.0343	\$39.6412	\$82,453.73
Step 4	\$34.1706	\$41.0047	\$85,289.81

A bargaining unit member increases Steps on an annual basis, upon their date of hire.

13.03 Differentials:

A. The wages of Fire Inspectors permanently assigned to the Fire Prevention Bureau working a forty (40) hours week shall reflect an eight percent (8%) differential of their current pay step.

- B. For the first twelve (12) months of his/her promotion, a Lieutenant's wages reflect an eight percent (8%) differential of their current pay step. Thereafter, a Lieutenant's wages reflect a ten percent (10%) Officer differential of Step 4 of the current pay step.
- C. Captain's wages shall reflect an eight percent (8%) differential of the current Lieutenant wage.

**13.05 Officer-in-Charge Pay:**

- A. Any full-time Firefighter assigned by the Fire Chief to work in the capacity of a supervisor shall receive additional compensation of \$1.00 per hour to the Firefighters' hourly rate for each hour the Firefighter serves in the capacity of a supervisor.
- B. In the absence of an Officer on duty, the determining factor in deciding who will be in charge of the shift, the Designated Officer in Charge (DOIC) shall be based on seniority and competency among the firefighters on duty or as designated by the Fire Chief. Seniority provides the experience. The firefighter must also have demonstrated competency based Command skills and training by his shift officers to ensure safety of the firefighters and efficiency on the fire ground.

**ARTICLE 14 - UNIFORM ALLOWANCE**

- 14.01 Members shall receive an annual uniform allowance of \$1,200.00. Members shall receive an annual lump sum payment in the second pay period in January.
- 14.02 The City at no cost to the member shall replace any clothing damaged or contaminated by exposure to hazardous material, chemicals, or bodily fluid in the line of duty.
- 14.03 A newly hired employee hired in January shall receive the annual amount described above in Section 14.01 for uniform, for his/her first year of employment. Also, newly hired employees will not have to purchase their "Class A" uniform until they have successfully completed their probationary period. In the event the new employee is hired in February or later of a year, the above-referenced annual uniform allowance amount shall be prorated except that the new hire may receive an advancement of the next calendar year's uniform allowance not to exceed the above-referenced annual uniform amount for the next calendar year. Any advanced sums to the new hire shall be deducted the next year.

## ARTICLE 15 – OVERTIME

- 15.01 When a member works any more than their scheduled hours, they will be compensated 1.5 times their basic rate of pay (to include longevity pay, fire inspector pay, as applicable) for those hours worked. The rates used to calculate the amount of overtime due shall be as follows:
- A. For Fire Suppression (24/48 hour) employees: two thousand for hundred ninety-six (2,496) hours per year;
  - B. For Fire Prevention (40 hours per week) employees: two thousand eighty (2,080) hours per year.
- 15.02 The term “hours worked” shall include vacation days, Kelly days, compensatory time-off, holidays and sick days.
- 15.03 A record will be maintained up to date of all full-time members eligible for overtime. There shall be one (1) list established.
- 15.04 When a full time member of the Fire Department, not on duty, is called in, they shall be compensated at their overtime rate of pay for all hours worked, but they shall not receive less than three (3) hours of pay.
- 15.05 In order for a member to receive the full credit for overtime at one and one half (1.5) their regular rate of pay, the member must work the complete shift or day following the shift or day in which they used sick leave. In the event that the member does not work a full shift or day following the shift or day in which they used sick leave, the sick leave shall not be considered as “hours worked” for the purposes of calculating overtime at one and one half (1.5).

## ARTICLE 16 – COMPENSATORY TIME

- 16.01 At the conclusion of the overtime worked each Employee shall indicate, on a form provided by the City, his preference of paid overtime for compensatory time.
- 16.02 Record of compensatory time shall be submitted to the Chief or his designee with the payroll at the conclusion of the work period in which the overtime is worked. The Fire Chief or designee’s record regarding accumulation of accrued compensatory time and overtime, and the use of compensatory time shall be the official record.
- 16.03 Approval of compensatory time will be signed by the Fire Chief or his designee and a copy given to the Employee. The use of accrued compensatory time off shall be approved by the Fire Chief or his designee. Compensatory time can be accumulated up to two hundred forty (240) hours and must be taken in no less than one (1) hour increments. Two hundred forty (240) hours of compensatory time may be carried over to the next



calendar year. Unpaid, non-carried over compensatory time shall be cashed out by December 31 of each calendar year.

- 16.04 Should one or more Employees request compensatory time-off at the same time (same calendar day), priority of preference will be given to the most senior employee. The use of compensatory time as time off will be reasonably governed – by scheduling considerations. The Fire Chief or his designee shall normally respond to request for compensatory time within seventy-two (72) hours.
- 16.05 Compensation at resignation, dismissal, retirement or layoff a member who resigns, retires or is laid off, dismissed or upon death is eligible and shall be compensated accordingly for all their accumulated overtime, holiday time and vacation time. In the event of a member's death, the member's beneficiary shall receive all the employee's owed benefits under this Paragraph.

**ARTICLE 17 – LONGEVITY**

- 17.01 Each member of the bargaining unit shall be eligible for the following longevity pay benefits:

<u>Upon Completion of Anniversary Date</u>	<u>Annual</u>	<u>Hourly</u>	
		2,080/yr	2,496/yr
5 years of full-time service	\$894.40	\$0.43	\$0.36
6 years of full-time service	\$1,081.60	\$0.52	\$0.43
7 years of full-time service	\$1,268.80	\$0.61	\$0.51
8 years of full-time service	\$1,435.20	\$0.69	\$0.58
9 years of full-time service	\$1,622.40	\$0.78	\$0.65
10 years of full-time service	\$1,747.20	\$0.84	\$0.70
12 years of full-time service	\$1,955.20	\$0.94	\$0.78
15 years of full-time service	\$2,163.20	\$1.04	\$0.87
18 years of full-time service	\$2,392.00	\$1.15	\$0.96

- 17.02 Longevity shall be added to the full-time members' regular hourly rate and payable each pay period with any increase taking effect the date of applicable anniversary dates outlined above.
- 17.03 Prior service with the City, County, State of Ohio or any other political entity shall not be included for purposes of computing longevity pay. For purposes of longevity payment, the employee's date of hire shall be treated as indicated on Exhibit A attached hereto.

**ARTICLE 18 – MILEAGE AND MEAL ALLOWANCE**

- 18.01 All full-time members of this bargaining unit shall receive mileage reimbursement for trips made on city business in their own automobile as per City ordinance at the City designated rate.
- 18.02 All full time members of this bargaining unit-making trips on City business, where overnight lodging is required, shall be entitled to reimbursement for meals, as per City ordinance.

**ARTICLE 19 – EMS STATE CERTIFICATION AND CERTIFICATES OF EDUCATION**

19.01 Certification Maintenance: Continuing Education

All employees will maintain certifications or professional designations currently in effect at the time of execution of this contract. The certifications are as follows:

- A. Emergency Medical Technician – Advanced (EMT-E or EMT-I)
- B. Emergency Medical Technician – Paramedic (EMT-P)
- C. Firefighter Class I
- D. Firefighter Class II
- E. Fire Safety Inspector
- F. Fire Instructor
- G. EMS Instructor

The employee will attend all Continuing education or training necessary for the maintenance of the above certifications. It will be the responsibility of the employee to maintain certification levels and provide proof of such certification annually or semi-annually, or at the request of the Fire Chief or his designee. The employee will enroll in City offered courses, at no cost to the employee, when such courses are made available. Employees shall receive their regular rate of compensation for all time spent in City offered courses or training. Employees who do not enroll or choose not to attend City offered courses or training required maintaining certifications, such employee shall be held responsible for payment and expense of the training.

Mandatory continuing education or training not offered by the City and necessary to maintain the above certification will be paid by the City. In such circumstances, the City shall be responsible for only the payment of the tuition/cost of the course, books, and materials and for the employee's regular rate of pay for time actually spent in the course of training that fall within his/or her scheduled hours of work. The employee required to attend these types of courses while off duty shall receive their overtime rate of pay.

**19.02 New Training:**

An employee may request to obtain new or enhanced training, not required by the City and not held at the time of the execution of this contract. Such requests must be submitted to the Safety Director. The Safety Director has the sole discretion approving or denying new training. Denials of employee requests shall be non-grievable and not subject to any grievance or appeal procedure.

In the event the Safety Director approves new training, the City shall be responsible only for the payment of the tuition/course and for the employee's regular rate of pay for time actually spent in the course of training. The City shall not be responsible for travel time, mileage, or any other expense, unless authorized and agreed to advance.

Any current employee hired after the effective date of this Agreement shall maintain any certifications or professional designation the employee has at the time of hire and any certifications or designations thereafter obtained. Failure by the employee to maintain certification or professional designation they have at the time of hire or thereafter obtained, without approval of the Chief, shall be grounds for dismissal.

**19.03** The City will provide sufficient continuing educational training (CE) hours to maintain said certifications. If sufficient hours are not provided, the effected employee will not be considered for discipline for failure to maintain that/those certifications.

**19.04** The City will provide sufficient continuing educational hours and specialty training needed to maintain any specialty team accreditation. This will include but not be limited to the County HAZMAT Team, Water Rescue and Dive Team, Trot Team, USAR and any newly formed County based of Department based teams of the near future.

**ARTICLE 20 - SENIORITY**

**20.01** Seniority shall be determined by continuous service in the fulltime Fire Department, regardless of classification or position, calculated from the date of full time employment. Only resignation, discharge or retirement shall break continuous service. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligible on the civil service list. Prior service with a City, County, or State of Ohio, or any other political entity shall not be included for purposes of calculating seniority. Seniority list of all employees currently part of the bargaining unit will be available upon request. The list shall be compared and verified by Human Resources on an annual basis.

## **ARTICLE 21 - LAYOFF AND RECALL**

- 21.01 Whenever a reduction in force is necessary, first part-time Firefighters, and then full-time shall be laid off in the following order: any and all voluntarily accepted lay-offs will occur first, then the full-time employee with the least seniority shall be laid off next. Seniority in the full-time service shall be determined from the date of promotion to the full-time service. No new employee shall be hired until those fulltime employees laid off have been given the ample opportunity to return to work.
- 21.02 Employees shall be recalled in order of their full-time seniority, regardless of classification or position. Until the employee(s) are recalled, they shall be granted a position in the part-time service with no change in their seniority from their original date of hire into the Fire Department.
- 21.03 All fulltime employees will be given a fourteen (14) day notice in writing prior to any lay-off being instituted whenever practicable under the circumstances.
- 21.04 Employees shall have a recall period of thirty-six (36) months.
- 21.05 If any laid-off employee is called in for work for any amount of time, all benefits will be paid that month.

## **ARTICLE 22 – VACATIONS**

- 22.01 All regular full-time Fire Suppression employees shall be granted the following vacation leave with full pay based on their length of service with the City, 1-2 years of full-time service 72 hours; 3-5 years of full-time service 120 hours; 6-10 years of full-time Service 168 hours; 11-15 years of full-time service 240 hours; over 16 years of full-time service 288 hours.
- 22.02 Vacation leave shall be taken during the calendar year earned, except the Mayor/Safety Director or their designee may allow the carryover of fifty percent (50%) of leave to the following calendar year, which if not used by the following year will be paid in cash by December 31 of that year.
- 22.03 An employee shall become eligible for vacation leave on his 1<sup>st</sup> anniversary date as a full-time fire fighter.
- 22.04 Vacation requests may be made during the months of November and December of the year proceeding the year during which the vacation request shall be taken. Seniority shall be the basis for all vacation requests. Vacation requests made after December shall be granted only with the Chiefs or his designee's approval based on first request made. Emergency vacation leave will not be unreasonably withheld despite any notice; however, suppression employees must take their leave in a minimum of six (6) hour

increments, prevention employees may take their leave in a minimum of two (2) hour increments.

- 22.05 Forty hour staff employees will follow the vacation schedule listed below, January 1<sup>st</sup> through December 31<sup>st</sup> is considered year two (2) and full-time bargaining unit employees shall earn eighty (80) hours of vacation time each year until their fifth year. Beginning the fifth (5<sup>th</sup>) year of employment, time bargaining unit employees shall earn the following amounts of vacation for each calendar year of service:

Year	Hours	Year	Hours
5	120	11	168
6	128	12	176
7	136	13	184
8	144	14	192
9	152	15	200
10	160		

- 22.06 Earned vacation time shall be taken in the calendar year following the year in which it was earned. Employees will be credited with vacation hours earned in the previous calendar year every January first (1<sup>st</sup>) of the following year.
- 22.07 Vacation time shall be taken at a time approved of in advance by the Fire Chief.
- 22.08 If an employee with at least one (1) year of service voluntarily terminates their employment or is involuntarily terminated by the City, they shall be eligible and entitled to receive payment for earned and accrued but unused vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's beneficiary.
- 22.09 If the employee is laid off, they shall receive payment for their vacation time as though he had been terminated pursuant to Section 22.08 above.
- 22.10 Only full-time service in the full-time bargaining unit shall be used to calculate a Firefighter's hours of vacation eligibility. This Article is intended to supersede any statutory or other legal provision allowing a Firefighter to credit his prior service with any State, County, Municipality, or other public entity for the purpose of calculating vacation time.
- 22.11 All vacation time shall be paid only after the vacation days for which payment is being made have occurred.
- 22.12 For the purpose of vacation and holiday selections among the bargaining unit members, selection slots will be based on full-time Firefighter seniority. Members are limited to selecting a maximum of one-third (1/3) of their combined vacation and holiday, with the

selection opportunity then passing to the next most senior member. Once each unit member has had the opportunity to select up to one-third (1/3) of their combined vacation and holiday, the process shall repeat itself for the selection of the remaining thirds of each member's combined vacation and holiday entitlement. Any roll over time will be picked in the (4) fourth round.

### **ARTICLE 23 – HOLIDAYS**

23.01 All forty (40) hour bargaining unit employees shall be paid for the holidays declared in this section and shall not be required to work on such holidays, unless in the opinion of the employee's responsible administrative supervisor, that failure to work on such holiday would impair the public service. Such Holidays shall be:

New Year's Day	Veteran's Day
Martin Luther King's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	Floating Holiday

23.02 In order to be eligible for the above Holidays, the 40 hour employee must work the scheduled day before and the scheduled day after the holiday to receive compensation for the said holiday. Exceptions will be given for vacations and compensatory time which are approved in advance, and sick leave with medical documentation.

23.03 For the forty (40) hour per week employees. If any of the above fixed holidays fall on a Saturday, the proceeding Friday shall be observed as the holiday. If any of the above fixed holidays falls on a Sunday, the following Monday shall be observed as the holiday, unless otherwise agreed by both parties. Forty (40) hour personnel may reserve and convert into paid compensation sixteen (16) hours of holiday time at the regular rate of pay. The request shall be made thirty (30) days prior to the payment, and such payment shall be made the first payday in December.

23.04 All shift personnel will receive compensation at the applicable overtime rate for scheduled holidays worked in Section 23.01 above, in addition to Easter Sunday. All personnel called in for the overtime to work the Holidays in Section 23.01 will be compensated at two (2) times their rate of pay.

23.05 Floating holiday may be taken at the discretion of the employee, provided the employee receives advanced approval from the Fire Chief.

- 23.06 For Fire Suppression employees, in lieu of actual holidays' time, each Employee shall be entitled to four (4) twenty-four (24) hour tours of duty Holiday credit throughout the year, ninety-six (96) hours to be scheduled during the vacation selection period, consistent with Section 22.12. Shift personnel may reserve and convert into paid compensation at the regular rate of pay up to forty eight (48) hours of Holiday credit. The request shall be made thirty (30) days prior to the payment, and such payment shall be made the first payday in December.
- 23.07 Fire Suppression employees' annual holiday time shall be prorated in the first and final year of employment as follows: for each completed month of service the member shall be entitled to eight (8) hours of holiday time. An employee who separates from service during the year having not yet utilized the prorated holiday time to which he is entitled will receive a cash payment for the value of the unused holiday time. An employee who separates from service during the year after having utilized a greater amount of leave than he is otherwise entitled to on a prorated basis shall be required to pay back such time through an offset from his final pay or separation payment.

#### **ARTICLE 24 EDUCATION LEAVE**

- 24.01 Employees shall be granted leave with pay for education purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certification, skill and professional ability with prior approval of the Safety Director.

#### **ARTICLE 25 – SICK LEAVE**

- 25.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness, pregnancy or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) illness, injury or death in the employee's immediate family and or 4) time off for doctor and dental appointments.
- 25.02 Fire Prevention personnel shall earn sick leave at a rate of ten (10) hours per month, and may accumulate sick leave to an unlimited amount. Fire Suppression personnel shall earn sick leave at the rate of twelve (12) hours per month.
- 25.03 Any employee absent for more than three (3) consecutive tours on sick leave shall be required to supply a physician's report to be eligible for paid sick leave. Failure to submit adequate proof of illness, injury or death upon request, or in the event that such proof is submitted or upon the report of a medical examination, the Fire Chief, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Fire Chief's discretion, be considered an unauthorized absence and shall be without pay and subject to discipline.

- 25.04 The Fire Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that they are not disabled from the performance of their duties and that their return to duty will not jeopardize the health and safety of other employees.
- 25.05 Employees shall have the right to trade twenty-four (24) hours of sick time for twenty-four (24) hours of personal time, available in each calendar year. Such time shall be deducted from the employee's sick leave hours.
- 25.06 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- 25.07 When the use of sick leave is due to illness or injury in the immediate family "immediate family" shall be defined as husband, wife, mother, father, mother-in-law, father-in-law, brother, sister, son, daughter, grandchild, brother-in-law, sister-in-law, grandparents or of the employee and or the employee's spouse. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined only to include the employee's parents, grandparents, spouse, spouse's parent, child, grandchild, brother, sister, brother-in-law, sister-in-law, or person in loco parentis. In addition to chargeable sick leave referred to herein, the Fire Chief shall grant three (3) days paid leave for the forty-hour staff, or 24 hours of paid leave for fire suppression staff, absence due to death in the immediate family of such employee. This time shall not be chargeable to sick leave.
- 25.08 Sick Leave Retirement Bonus
- A. Upon the retirement of a full-time employee who has not less than ten (10) years of continuous full time employment with the City of Streetsboro and who has qualified for retirement benefits, such employee shall be entitled to receive a cash payment equal to the employee's hourly rate of pay at the time of retirement, multiplied by one-third (1/3) the total number of accumulated by unused sick hours by the employee, as certified by the Finance Director providing that such resulting hours to be paid do not exceed one thousand two hundred (1,200) hours.

#### **ARTICLE 26 – COURT LEAVE**

- 26.01 The City shall grant court leave with full pay to a bargaining unit member who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to court and required to testify about a matter resulting from their duties as a City employee.



26.02 Any compensation or reimbursement for jury duty received by the employee from the court when such duty is performed during the employee's normal working hours shall be turned over to the City.

### **ARTICLE 27 HEALTH INSURANCE**

27.01 The employer shall provide group health insurance. The Employer will provide two insurance program options (Program A, B or C) and employees have the right to choose which insurance program they wish to enroll in during any open event. Switching between programs is not available during any other time of the contract. Additions to and/or subtractions from an insurance program is permitted throughout the year within thirty (30) days of a qualifying event (as defined by the insurance carrier).

27.02 The employer retains the right to change health care and life insurance providers during the term of the contract in as much that bargaining unit employees shall receive comparable coverage that existed at the time of the modification.

27.03 Employee contributions: Employees are responsible for paying their specific portion of the insurance programs and said portion will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions are as follows:

- Program A – 15%
- Program B – not to exceed 9%
- Program C – 5%

No member shall pay more than 15% of the Program A fully insurance healthcare premiums. Effective June 1, 2021 all new employees will only be offered Program C.

27.04 When both spouses are employed by the City of Streetsboro, only one will be eligible for health insurance coverage that being the dual or family plan.

27.05 When both spouses are employed by the City of Streetsboro, only one will be eligible for health insurance coverage that being the family plan.

27.06 A full-time employee eligible for health insurance coverage may elect not to be covered under the City provided health insurance plan and receive a payment in accordance with City policy.

27.07 The Bargaining Unit retains the right to form a Health Insurance Committee. This Committee will represent the Union during any renewals or changes of insurance

programs and will have the right to assist the Employer in choosing the insurance programs offered to employees. The Employer retains the final decision on insurance programs contracts.

- 27.08 The City will make available a Section 125 premium only plan effective June 1, 2010. This plan will offer payment of qualified premiums at pre-taxed dollars.

#### **ARTICLE 28 – LEAVE WITHOUT PAY**

- 28.01 The Mayor may, at his discretion, place an employee on Administrative Leave, without pay, for a period not to exceed ninety (90) calendar days.

#### **ARTICLE 29 – FAMILY MEDICAL LEAVE**

- 29.01 Any employee may request leave pursuant to the Family Medical Leave Act. Such time off will be consistent with the Federal Act and the City Policy. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance and be responsible for their portion of the premium contributions.
- 29.02 The City shall require an Employee to use compensated accumulated time, which shall be inclusive of the twelve (12) weeks for Family Medical Leave, in the following order, sick leave, compensatory time, vacation, any remaining accumulated leave.

#### **ARTICLE 30 – SUBSTANCE TESTING DRUG AND ALCOHOL TESTING**

- 30.01 Drug, and alcohol screening/testing shall be conducted randomly and /or upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.
- 30.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The employer shall also have the right to conduct testing under this Article by use of the “Breathalyzer” methodology.
- 30.03 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas

chromatography-mass spectrophotometer method, which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his or her choosing, at his or her expense. The test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (Employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment considerations decision.

- 30.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be subject to disciplinary action, up to and including discharge. If the investigation reveals the employee has tested positive for drugs which the employee has been medically prescribed, such employee may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action.
- 30.05 An employee who participates in a rehabilitation or detoxification program under this provision due to abuse of prescription drugs or alcohol addiction may be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the assistance program. If no such leave credits are available, such employee may be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his or her position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he or she be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- 30.06 If the employee refuses to undergo rehabilitation or detoxification, or if he or she fails to complete a program of rehabilitation, or if he or she tests positive at any time within eighteen (18) months after his or her return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein; costs of all drug screening and confirmatory tests shall be borne by the Employer. For the purposes of this Article "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable

suspicion” of drug use. For the purposes of this Article, “random” shall mean not more than two (2) times per year; except that drug tests may be performed at any time upon reasonable suspicion of drug use.

- 30.07 No drug testing shall be conducted without the authorization of the Fire Chief. If the Fire Chief orders, the employees shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.
- 30.08 The employee shall be given a copy of the laboratory report of both specimens before any discipline is imposed.
- 30.09 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years from the date of the last positive test or instance of discipline, whichever is later.
- 30.10 The City shall comply with the Americans with Disabilities Act concerning Drug or alcohol dependency.
- 30.11 Any bargaining unit member who voluntarily acknowledges drug and/or alcohol use will be offered counseling, treatment, and rehabilitation.
- 30.12 No random testing of this unit may proceed until a program of random drug testing is implemented City-wide including among the non-bargaining employees.

### **ARTICLE 31 – PROMOTIONS**

- 31.01 Candidates for promotion to Lieutenant shall have a minimum of five (5) years full-time service with the Streetsboro Fire Department. Part-time years of service shall be credited as three (3) years of continual part-time service are equal to one (1) year of full-time. Only full-time firefighters with at least two (2) years of actual continual full-time service are eligible for the Lieutenant’s promotional examination.
- 31.02 Candidates for Captain shall have a minimum of two (2) years of continual full-time service with the Streetsboro Fire Department as a Lieutenant. Only full-time Lieutenants are eligible to take a Captain’s promotional test. A promotional examination will take place to fill the position of Captain.

- 31.03 Appointment to said officer's position shall be by competitive civil service examination. Promotional candidates must pass the minimum score as determined by the Employers which will be set forth in the examination notice. The top three (3) scoring promotional candidates will proceed through an assessment center/assessment process. The competitive examination shall constitute forty percent (40%) of the employee's composite score. The assessment center evaluation shall constitute sixty percent (60%) of the employee's composite score. The City may, at its discretion, send more than the top three (3) scorers for the assessment process provided the promotional candidate passed the written examination; however, those additional assessment candidates will be rated but shall not be part of the grouping of the top three (3) candidates. The Civil Service Commission will certify the results of the competitive examination and assessment.
- 31.04 Based upon and in consideration of the recommendation of the Fire Chief, the Mayor/Safety Director shall select one (1) of the top three (3) composite scoring candidates within thirty (30) days of the completion of the assessment process for promotional candidates "Rule 1 of 3". Newly promoted candidates shall serve a promotional probationary period of one (1) year.

#### **ARTICLE 32 – TRANSITIONAL WORK PROGRAM**

- 32.01 A bargaining unit member assigned to Fire Suppression or Fire Prevention Bureau who is not physically capable of performing full duty tasks as a result of a work related illness or injury to that member which is a certified claim through the Bureau of Worker's Compensation, or non-work related injury or illness, with approval of a physician and the Fire Chief, may be assigned to light duty tasks on a temporary basis (not to exceed 720 hours per incident). Employees assigned to light duty shall be offered any available Fire Division work assignments. If no Fire Division work assignments are available, the employee may accept to other departments or divisions to perform work within the employee's medical restrictions. Said employee shall receive all compensation and benefits attached to his or her normally assigned position. Members who have sustained a work related injury or illness shall have priority to light duty assignments over members with non-work related injuries or illnesses.
- 32.02 Members placed on light duty shall be required to present an attending physician's statement listing specific job restrictions for the employee, which shall be reviewed by the Employer before light duty is assigned.
- 32.03 Requests for light duty must be filed in writing and submitted to the Employer with accompanying physician's statement listing the employee's job restrictions.
- 32.04 The work schedule, duties performed and hours to be worked while on light duty is Monday through Friday, 8:00 am to 4:30 pm or 7:00 am to 5:00 pm, based upon the physician's recommendations. No employee shall be required to perform any duty that may cause

aggravation of their injury. If the employee is unable to perform light or limited duty, then they shall remain on sick leave until they have been cleared by their attending physician to perform either light or limited duties or their full job-related duties. The program provides flexibility for doctor's appointment and physical therapy appointments.

- 32.05 The employee may be assigned to job related training classes under a light duty assignment, provided the training is consistent with the work restrictions described by the physician.
- 32.06 Any 40 hour employee who is assigned to restricted duty shall not be assigned Fire Suppression duties while on restricted duty.

### ARTICLE 33 – PHYSICAL PROFICIENCY

33.01 All bargaining unit members shall be eligible for a physical proficiency allowance in the amount of one thousand two hundred dollars (\$1,200.00) upon successful completion of the voluntary physical fitness program, payable each year in the last pay period of December.

33.02 In order to qualify for the physical proficiency allowance, a bargaining unit member must:

1. Complete a minimum of thirty (30) minutes of aerobic exercise or weight training per duty day; and
2. Suppression shall complete at least eighty (80%) percent on duty workout sessions.
3. Prevention shall complete at least sixty (60%) on duty workout sessions to meet the requirements.
4. Undergo an annual medical exam, at no cost to the employee, consisting of the following:
  - 12 lead ECG
  - Complete blood work up, Lipid, CBC, UA with Micro, HIV test
  - Vision screening
  - Hearing screening
  - Chest X-ray – 3-5 yrs. (per NFPA)
  - Pulmonary function test
  - Stress test – to be determined by examining physician, at age 40 and, every two (2) years thereafter, unless otherwise directed by a physician.
  - PSA test

Prostate screening – annual after age 40, earlier if determines a need  
Non-A, Non-B hepatitis test if determined appropriate by medical  
practitioner  
Annual TB test

- 33.03 Any of the City purchased cardio equipment qualifies as aerobic equipment. Workout sessions away from the fire station do not count towards the minimum workout sessions. Member participation in the program is voluntary.
- 33.04 Employee will notify the Shift OIC at the start and completion of each session. The shift OIC will document all participation for their shift on the approved form. Completed forms will be maintained by the Shift OIC for review by the Fire Chief. At no time will exercise delay any response or interfere with the work assignments. Failure to comply with the above requirements will disqualify the employee from participating in the proficiency allowance program.
- 33.05 The results of the annual medical exams shall be kept confidential and shared only with the employee. Results shall not be provided to the Employer however, the physician must certify in writing the employee is fit to perform the duties of firefighter. This does not prohibit notification to the Employer of whether an employee completes the annual medical exam.

#### **ARTICLE 34 – SAVINGS CLAUSE**

- 34.01 Should any court hold any article or portion of this Agreement unlawful and unenforceable, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific article, section or portion of the Agreement. The parties will discuss the abrogated provision. The remainder of this Agreement shall remain in full force and effect.
- 34.02 The City and the Union agree that with the exception of original employment agreement, the terms and provisions contained in this written Agreement constitute the entire Agreement between the parties and supersede all previous communication, understandings or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The City and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

The provisions contained in the Agreement shall during the time this Agreement is in effect, be binding upon the City and the Union and their respective successors and assigns.

### **ARTICLE 35 – SUCCESSOR AGREEMENT**

- 35.01 This agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location, or place of business of either party hereto.

### **ARTICLE 36 – MISCELLANEOUS**

- 36.01 **GENDER**: Whenever a male gender is used in this agreement, it shall be construed to include male and female members of the department.
- 36.02 **BULLETIN BOARD SPACE**: The employer shall provide adequate space for a bulletin board for the use of the Union in the fire station, at a convenient location accessible to all employees.
- 36.03 **APPENDIXES AND AMENDMENTS**: All appendices and amendments of this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all provisions of this Agreement. Nothing in this provision shall require either party to this Agreement to amend this Agreement. Nothing in this provision shall require either party to this Agreement to amend this Agreement during the length of the contract.
- 36.04 **PRINTING AND SUPPLYING**: This agreement and any future agreement shall be duplicated and supplied to each employee by the Employer within thirty (30) days after the final settlement at no cost to the employee.
- 36.05 Personnel files shall be subject to Ohio Public Records Law, Employees will be informed about any public record request within a reasonable period of time.

### **ARTICLE 37 – TERMS**

- 37.01 The agreement, unless otherwise specified, shall be effective as of the first day of January, 2024, and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2026.



**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

For the City of Streetsboro,

For IAFF Local 4281,

\_\_\_\_\_  
Glenn M. Broska, Mayor

\_\_\_\_\_  
Local 4281 President

\_\_\_\_\_  
Shawna D. Lockhart-Reese, JIR Manager

\_\_\_\_\_  
Local 4281 Vice President

\_\_\_\_\_  
David Nott, Law Director  
APPROVED AS TO FORM

# RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 35043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

### AN ORDINANCE AMENDING ORDINANCE NO. 2023-156, THE 2024 ANNUAL APPROPRIATION ORDINANCE. [#9]

WHEREAS, it is necessary to amend certain 2024 appropriations provided for in the 2024 Annual Appropriations Ordinance in order to adequately administer the City's resources in accordance with financial requirements now known; and

WHEREAS, the 2024 appropriations were previously amended by Ordinance No. 2024-103 passed July 22, 2024, Ordinance No. 2024-93 passed June 24, 2024, Ordinance No. 2024-84 passed May 20, 2024, Ordinance No. 2024-73 passed April 29, 2024, Ordinance No. 2024-60 passed April 22, 2024, Ordinance No. 2024-48 passed March 25, 2024, Ordinance No. 2024-31 passed February 26, 2024 and Ordinance No. 2024-06 passed January 22, 2024; and

WHEREAS, pursuant to Section 4.13 of the City Charter, this Ordinance will take effect immediately upon approval by the Mayor;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The 2024 Annual Appropriations Ordinance is hereby amended as set forth in Exhibit "A" hereto, which is attached and incorporated as if fully rewritten herein.

SECTION 2: 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 action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This Ordinance shall take effect immediately upon the signature of the Mayor pursuant to Section 4.13 of the City Charter.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Finance Dept.

Line Item	Description	Amount	Comment(s)
<b>INCREASE IN ESTIMATED RESOURCES:</b>			
	<b>Total Increase in Estimated Resources</b>	\$ -	
<b>DECREASE IN ESTIMATED RESOURCES:</b>			
	<b>Total Decrease in Estimated Resources</b>	\$ -	
<b>INCREASE APPROPRIATIONS:</b>			
Line Item	Description	Amount	Comment(s)
101.12.5162	FIREMEN	\$ 98,435.00	Per Full Time Fire CBA contract covering 1/1/24-12/31/26
101.12.5232	PENSION	\$ 23,810.00	Per Full Time Fire CBA contract covering 1/1/24-12/31/26
101.12.5222	MEDICARE	\$ 1,430.00	Per Full Time Fire CBA contract covering 1/1/24-12/31/26
101.12.5198	LONGEVITY	\$ 775.00	Per Full Time Fire CBA contract covering 1/1/24-12/31/26
101.43.5338	CONTRACTUAL SERVICES	\$ 8,700.00	Request from Engineering to cover Facility SWPPP Proposal for the Service Dept Garage
101.73.5241	SCHOOLING	\$ 60.00	Request from Finance to move budget between Materials/Supplies and Schooling. Nets to zero
101.73.5581	TRAVEL	\$ 405.00	Request from Finance to move budget between Travel and Internship. Nets to zero
101.80.5733	SOFTWARE	\$ 17,247.00	Moving budget between Contractual to Software in lieu of purchasing thru MSP. Nets to zero
101.81.5215	HEALTH INSURANCE PREMIUMS	\$ 184,500.00	Increase in Medical Premiums for Insurance Plan Year change
101.81.5225	INSURANCE OPT OUTS	\$ 13,950.00	Increase in Insurance Opt Outs for Insurance Plan Year change
101.81.5620	WATER USE	\$ 7,000.00	Additional funds required to cover City water bills. Increase due to new Community Center and City Center
	<b>Total General Fund</b>	\$ <b>356,312.00</b>	
401.81.5751	CITY CENTER SITE INFRASTRUCTURE	\$ 30,935.00	Traffic sidewalk design for City Center
401.81.5751	CITY CENTER SITE INFRASTRUCTURE	\$ 25,000.00	Request for funds to build a fence for a portion of the property at City Center

401.81.5751	CITY CENTER SITE INFRASTRUCTURE	\$ 73,079.00	Reversing from budget adjustment #8B request. This is in regards to the attempt to move driveway costs from city center infrastructure contract to city hall contract. Engineering is unable to make that change and so reversing budget adjustment from July. This does not affect GMP. It was an alternate line item in the city hall contract
401.11.5741	CRUISERS	\$ 4,779.00	Additional budget required for Police to cover upfitting for SRO donated car
	<b>Total Capital Projects Fund</b>	<b>\$ 133,793.00</b>	
405.81.5703	BUILDING	\$ 18,727.00	Change order utilizing remaining budget from construction contingency to finalize last retainage payment for Community Center. This is within contract total and will leave \$16k in savings from the building and furnishing of the Community Center in the fund.
	<b>Total Community Center Fund</b>	<b>\$ 18,727.00</b>	
501.52.5215	HEALTH INSURANCE PREMIUMS	\$ 16,195.00	Increase in Medical Premiums for Insurance Plan Year change
501.52.5225	INSURANCE OPT OUTS	\$ 325.00	Increase in Insurance Opt Outs for Insurance Plan Year change
501.52.5931	REFUNDS	\$ 2,000.00	Additional funds needed for Water Dept Utility refunds
	<b>Total Water Improvement Fund</b>	<b>\$ 18,520.00</b>	
	<b>Total Increase to Appropriations</b>	<b>\$ 527,352.00</b>	
<b>DECREASE APPROPRIATIONS:</b>			
Line Item	Description	Amount	Comment(s):
101.73.5611	MATERIALS AND SUPPLIES	\$ 60.00	Request from Finance to move budget between Materials/Supplies and Schooling. Nets to zero
101.73.5148	INTERNSHIP	\$ 405.00	Request from Finance to move budget between Materials/Supplies and Schooling. Nets to zero
101.80.5338	CONTRACTUAL SERVICES	\$ 17,247.00	Request from Network to move funds between Software and Contractual. Nets to zero
	<b>Total General Fund</b>	<b>\$ 17,712.00</b>	
201.61.5215	HEALTH INSURANCE PREMIUMS	\$ 41,920.00	Decrease in Medical Premiums for Insurance Plan Year change
201.61.5225	INSURANCE OPT OUTS	\$ 4,155.00	Decrease in Insurance Opt Outs for Insurance Plan Year change
	<b>Total Road Improvement Fund</b>	<b>\$ 46,075.00</b>	
401.32.5773	PARKS/RECREATION IMPROVEMENTS	\$ 183,289.00	Lowering of Floyd North initial budget due to grant requirements

401.51.5704	BUILDING IMPROVEMENT	\$ 500,000.00	This gas tank project is pushed off and re-allocated among more funds who utilize the gas pumps at the Service Area. Late 2024 and 2025 Project for split between 201/401/402/501 Funds. Assisted with City Hall down payment
401.61.5717	IOB - PAVING PROGRAM	\$ 850,000.00	Lowering of Miracle Lane & Kirby paving project to supplement City Hall build down payment. Miracle Lane is being analyzed for a 2025 project
401.81.5745	EQUIPMENT	\$ 22,500.00	Server Operating System project cancelled for 2024 is combined with proposed 2025 project for St Rt 14 Traffic Camera Upgrade
401.81.5752	CITY HALL IMPROVEMENTS	\$ 73,079.00	See explanation above. Nets to zero
	<b>Total Capital Improvement Fund</b>	<b>\$ 1,628,868.00</b>	
	<b>Total Decrease in Appropriations</b>	<b>\$ 1,692,655.00</b>	
	<b>Total Increases in Estimated Resources</b>	<b>\$ -</b>	
	<b>Total Decrease in Estimated Resources</b>	<b>\$ -</b>	
	<b>Plus Decreases in Appropriations</b>	<b>\$ 1,692,655.00</b>	
	<b>Less Increases in Appropriations</b>	<b>\$ 527,352.00</b>	
	<b>Net Change to 2023 Permanent Appropriations Budget</b>	<b>\$(1,165,303.00)</b>	