

**RESOLUTIONS ADOPTED  
APRIL 7, 2015**

- 2015-31 RESOLUTION APPROVING TAX ABATEMENT FOR LUBRIZOL CORPORATION
- 2015-32 RESOLUTION RETRACTING RESOLUTION 2015-20 – APPROVING TAX ABATEMENT FOR LUBRIZOL CORPORATION
- 2015-33 RESOLUTION AUTHORIZING TRUSTEES TO ENTER INTO ENTERPRISE AGREEMENT WITH LUBRIZOL
- 2015-34 RESOLUTION RETRACTING RESOLUTION 2015-21 – SET PUBLIC HEARING TEXT AMENDMENTS
- 2015-35 SET PUBLIC HEARING – TEXT AMENDMENTS
- 2015-36 CONGRATULATE CALIFORNIA IMPORTS ON GRAND-REOPENING
- 2015-37 CONGRATULATE ADAM M. SPIESMAN FOR ACHIEVING RANK OF EAGLE SCOUT
- 2015-38 APPROVE CONTRACT WITH LAKE COUNTY SHERIFF'S OFFICE

**MINUTES**

The Board of Painesville Township Trustees met for a regular meeting at 11:00 a.m. on Tuesday, April 7, 2015 at 55 Nye Road. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Fiscal Officer Michael A. Patriarca, Legal Adviser Werner G. Barthol and Administrator Michael Manary.

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting.

**LAKE COUNTY SHERIFF'S REPORT:**

- Chief Frank Leonbruno gave an update on activity in the Township.

**SUMMARY OF WORK SESSION:**

Administrator Michael Manary summarized the work session noting the following:

- Legal Advisor Barthol reviewed new agreement with the Lake County Sheriff's office.
- There was a discussion regarding the retracting of the resolution approving the tax abatement for Lubrizol at the meeting because Lubrizol had requested a few minor changes.
- Administrator Manary indicated he and Trustee Pennock had a recent meeting with the Lake County Engineer's office regarding the upcoming summer projects in the Township and has requested their help with such projects. Administrator Manary had also attended a meeting with Lake County Storm Water, Lake County Engineer and Ryan Homes with regards to water drainage in a potential new development in the Fairway Pines area of the Township.
- Chief Whittaker discussed budget issues.
- Service Director Thompson discussed replacing a 1999 truck.
- Zoning Inspector discussed moving the public hearing for zoning text amendments due to a public notice issue and also discussed R-4 zoning and proposed apartments off of Bacon Rd.

**OLD BUSINESS:** None

**NEW BUSINESS:** None

**DEPARTMENT REPORTS:**

- **SERVICE DEPARTMENT:** Service Director Thompson indicated that the asphalt plant opens mid-April so they will begin making road repairs. Street sweeping is taking place this week on all the curbed roads in cooperation with the Lake County Storm Water Department.
- **FIRE:** Chief Whittaker stated that the new K-9 vehicle is now in service. On April 29<sup>th</sup> there will be a presentation from the Lake County Mayors and Managers Association as well as the Lake County Trustees Association on a consolidation study that has been in place for about two years.
- **LEGAL:** Legal Advisor discussed the retracting of the previous resolution granting Lubrizol a tax abatement and changing the date of the public hearing for the zoning resolution text changes.
- **ADMINISTRATOR:** Administrator Manary indicated that the Township will be collecting winter coats over the summer for Sub Zero Mission. The Township will be hosting a free document shredding day for residents to be held in September.

**BILLS PAID**

Various bills, payroll and related disbursements were presented, examined and approved for payment.

**RESOLUTIONS ADOPTED**

The following resolutions were introduced by motion for adoption, seconded and discussed as appropriate, then voted by roll-call ballot. Trustees Gabe Cicconetti, Chuck Hillier (Chuck Hillier abstained from voting on Resolution 2015-31 and 2015-32) and Josh Pennock each voted AYE, for unanimous approval.

- 2015-31 RESOLUTION APPROVING TAX ABATEMENT FOR LUBRIZOL CORPORATION

(Text of this resolution separately printed as if fully included herein as Exhibit A).

2015-32 RESOLUTION RETRACTING RESOLUTION 2015-20 – APPROVING TAX ABATEMENT FOR LUBRIZOL CORPORATION

WHEREAS, Painesville Township Trustees are retracting Resolution 2015-20 that was passed on March 26, 2015.

2015-33 RESOLUTION AUTHORIZING TRUSTEES TO ENTER INTO ENTERPRISE AGREEMENT WITH LUBRIZOL.

(Text of this resolution separately printed as if fully included herein as Exhibit B).

2015-34 RESOLUTION RETRACTING RESOLUTION 2015-21 – SET PUBLIC HEARING TEXT AMENDMENTS

WHEREAS, Painesville Township Trustees are retracting Resolution 2015-21 that was passed on March 26, 2015.

2015-35 SET PUBLIC HEARING – TEXT AMENDMENTS

WHEREAS, the Painesville Township Trustees have received certification that the Painesville Township Zoning Commission has made recommendation on certain proposed amendments to the Painesville Township Zoning Resolution.

NOW, THEREFORE BE IT RESOLVED, We, the Painesville Township Trustees, hereby set as an agenda item for our regular meeting on April 21, 2015, a public hearing to consider various proposed text amendments to Sections 6.16, 6.19, 22.04, 22.06 and Section 29 of the Painesville Township Zoning Resolution (text available at Township Office).

2015-36 CONGRATULATE CALIFORNIA IMPORTS ON GRAND-REOPENING

Whereas, California Imports is a long tenured business located in Painesville Township; and

Whereas, Andrea McKinstrey purchased California Imports in December 2014; and

Whereas, Andrea McKinstrey has made significant investments in the California Imports store; and

Whereas, Andrea McKinstrey has expanded the California Imports product and service lines; and

Whereas, Andrea McKinstrey and California Imports is celebrating their store with an official ribbon cutting ceremony on April 16, 2015

Now, Therefore, Be It Hereby Resolved, that the Painesville Township Board of Trustees wishes to congratulate Andrea McKinstrey and California Imports on their grand re-opening.

2015-37 CONGRATULATE ADAM M. SPIESMAN FOR ACHIEVING RANK OF EAGLE SCOUT

WHEREAS, the Painesville Township Trustees have congratulated Adam M. Spiesman for achieving the rank of Eagle Scout and presented him with the following:

“It is with great pride and pleasure that the Painesville Township Trustees express to you our heartfelt congratulations on attaining the superior rank of Eagle Scout in Boy Scout Troup # 62. We know, as only two percent of all Boy Scouts achieve this prestigious level of recognition that this achievement comes with a great deal of work and commitment on your part. Your tremendous efforts have distinguished you as a strong leader in both Painesville Township and in our great country.

Once again, please accept our heartfelt congratulations for a job well done!”

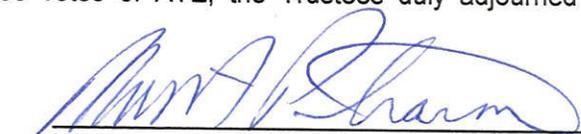
2015-38 APPROVE CONTRACT WITH LAKE COUNTY SHERIFF'S OFFICE

(Text of this resolution separately printed as if fully included herein as Exhibit C).

**ADJOURNMENT**

On a motion made, seconded and carried by three votes of AYE, the Trustees duly adjourned the meeting.

  
Gabe Cicconetti, Chairman

  
Michael A. Patriarca, Fiscal Officer

## Payment Listing

3/27/2015 to 4/7/2015

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
633-2015	03/30/2015	03/26/2015	CH	TIME WARNER CABLE	\$117.99	C
715-2015	04/07/2015	04/08/2015	CH	FIRSTMERIT BANK	\$28.85	O
51407	04/07/2015	04/06/2015	AW	AT&T	\$227.89	O
51408	04/07/2015	04/06/2015	AW	ACTIVE PLUMBING SUPPLY CO.	\$8.46	O
51409	04/07/2015	04/06/2015	AW	AIRGAS GREAT LAKES	\$47.30	O
51410	04/07/2015	04/06/2015	AW	AQUA OHIO, INC.	\$88.42	O
51411	04/07/2015	04/06/2015	AW	BOUND TREE MEDICAL, LLC	\$2,732.69	O
51412	04/07/2015	04/06/2015	AW	CERIDIAN	\$24.60	O
51413	04/07/2015	04/06/2015	AW	CINTAS CORPORATION	\$84.27	O
51414	04/07/2015	04/06/2015	AW	CHIEF FRANK LEONBRUNO	\$360.00	O
51415	04/07/2015	04/06/2015	AW	DEP. RON RADOVANIC JR.	\$240.00	O
51416	04/07/2015	04/06/2015	AW	DOMINION EAST OHIO	\$3,638.88	O
51417	04/07/2015	04/06/2015	AW	FASTENAL	\$174.10	O
51418	04/07/2015	04/06/2015	AW	JONES EQUIPMENT, INC.	\$32.72	O
51419	04/07/2015	04/06/2015	AW	JOSHUA T. PENNOCK	\$50.00	O
51420	04/07/2015	04/06/2015	AW	LAKE TRUCK SALES & SERVICE	\$905.90	O
51421	04/07/2015	04/06/2015	AW	LT. MIKE REED	\$840.00	O
51422	04/07/2015	04/06/2015	AW	MARC GLASSMAN, INC.	\$56.37	O
51423	04/07/2015	04/06/2015	AW	MICHAEL MANARY	\$172.00	O
51424	04/07/2015	04/06/2015	AW	MONROE TRUCK EQUIPMENT, INC.	\$234.19	V
51424	04/07/2015	04/06/2015	AW	MONROE TRUCK EQUIPMENT, INC.	-\$234.19	V
51425	04/07/2015	04/06/2015	AW	PAINESVILLE AREA CHAMBER OF COMME	\$50.00	V
51425	04/07/2015	04/06/2015	AW	PAINESVILLE AREA CHAMBER OF COMME	-\$50.00	V
51426	04/07/2015	04/06/2015	AW	PROVISION IMPRESSIONS GROUP	\$1,694.90	V
51426	04/07/2015	04/06/2015	AW	PROVISION IMPRESSIONS GROUP	-\$1,694.90	V
51427	04/07/2015	04/06/2015	AW	RICHARD L. CONSTANTINE	\$71.30	O
51428	04/07/2015	04/06/2015	AW	THE ILLUMINATING COMPANY	\$32.07	O
51429	04/07/2015	04/06/2015	AW	STAPLES ADVANTAGE	\$250.35	O
51430	04/07/2015	04/06/2015	AW	UNIQUE PAVING MATERIALS CORP.	\$128.00	O
51431	04/07/2015	04/06/2015	AW	VILLAGE OF FAIRPORT HARBOR	\$9,536.02	O
51432	04/07/2015	04/06/2015	AW	WILLOUGHBY CONCRETE BUILDERS SUP	\$322.50	O
51433	04/07/2015	04/06/2015	AW	SANDRA DALRYMPLE	\$210.00	O
51434	04/07/2015	04/06/2015	AW	CMH SOLUTIONS LLC	\$2,355.00	O
51435	04/07/2015	04/06/2015	AW	MONRO MUFFLER/BRAKE & SERVICE	\$234.19	V
51435	04/07/2015	04/07/2015	AW	MONRO MUFFLER/BRAKE & SERVICE	-\$234.19	V
51436	04/07/2015	04/06/2015	AW	PAINESVILLE AREA CHAMBER OF COMME	\$50.00	O
51437	04/07/2015	04/06/2015	AW	PROVISION IMPRESSIONS GROUP	\$1,694.90	O
Total Payments:					\$24,478.58	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$24,478.58	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

\* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

# Exhibit A

## RESOLUTION NO. 2015- 31 THE LUBRIZOL CORPORATION TAX ABATEMENT AMENDMENT

This agreement made and entered into by and between the Board of Trustees of Painesville Township, Lake County, Ohio, with its main offices located at 55 Nye Road, Painesville, Ohio 44077 and The Lubrizol Corporation, an Ohio Corporation, whose place of business is 155 Freedom Road, Painesville, Ohio 44077, (hereinafter referred to collectively as "Enterprise").

WHEREAS, Painesville Township, Lake County, Ohio, has encouraged the development of real property and the acquisition of personal property located in the area designated as an "Enterprise Zone"; and

WHEREAS, the Enterprise is desirous of investing in an expansion of said facility consisting of new buildings as well as expansions and/or renovations of certain existing structures, building systems and land improvements to increase its capacity to do business in Painesville Township as well as to preserve or create employment opportunities and provide its goods and services to a variety of businesses, and

WHEREAS, said investments are eligible for tax incentives under the Ohio Enterprise Zone Program. The Enterprise proposes investing purchasing and installing within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said "Project", as follows:

Improvement	Cost of Improvement
Media Center- 2090 square foot expansion of existing Building (PPN 11B-06100000020)	\$296,633.00
Guard House- 875 square foot expansion of existing Guardhouse (PPN 11B-06100000020)	\$519,109.00
Truck Guard House 300 square foot new structure	\$42,376.00
Credit Union- 1688 square foot expansion off existing building (PPN 11B-06100000010)	\$370,791.00
Fitness Center- 3800 square foot renovation of existing structure. (PPN 11B-06100000020)	\$563,602.00
Locker Room- 1140 square foot renovation of space (PPN 11B-06100000010)	\$265,189.00
Drumming Building- 30,000 square foot new structure (PPN 11B-06100000020)	\$4,449,494.00

Shipping Warehouse- 150,000 square foot new structure (PPN 11B-06100000020)	\$19,069,259.00
Cafeteria- 7,080 square foot building attached to existing structure by corridor	\$1,134,918.00
Scale House- 600 square foot new structure (PPN 11B-06100000020)	\$222,475.00
Smoking Shelter- 150 square foot new structure (PPN 11B-06300000140)	\$3,178.00
Central Store Warehouse- renovation of existing structure	\$874,007.00
Roof for said structure	\$264,851.00

Above referenced costs also include parking lots, roads and retention basins incidental to above improvements and subject to abatement

**TOTAL COST OF INVESTMENT: \$28,075,882.00**

The current appraised value of the existing facility and land are as follows:

Land: \$2,164,620  
Buildings: \$5,468,030

The above referenced improvements exceed the market value of said property.

WHEREAS, the Board of Trustees of Painesville Township, Lake County, Ohio by Resolution No. 90-09 adopted September 11, 1990, designated the area as an "Enterprise Zone" pursuant to ORC chapter 5709; and

WHEREAS, effective April 7, 1990, the Director of Development of the State of Ohio, determined that the aforementioned area designated in said Resolution No. 90-09 contains the characteristics set forth in section 5709.61(A) of the Ohio Revised Code and certified said area as an "Enterprise Zone" under said ORC section 5709; and

WHEREAS, Painesville Township, Lake County, Ohio having the appropriate authority for the stated type of project is desirous of providing the Enterprise with incentives available for the development of the "Project" in said "Enterprise Zone" under said ORC section 5709; and

WHEREAS, The Enterprise has submitted a proposed Agreement Application (hereinafter referred to as "Application" and attached as "Exhibit A") to Painesville Township, Lake County, Ohio; and

WHEREAS, The Enterprise has remitted the required State Application Fee of Seven Hundred and

Fifty Dollars (\$750.00), made payable to the Ohio Development Services Agency, with the "Application" to be forwarded with the final "Agreement"; and

WHEREAS, the Enterprise Zone Application Review Committee of the Lake County Ohio Port and Economic Development Authority has investigated the "Application" of the Enterprise and has recommended the same to the Board of Commissioners of Lake County, Ohio on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said "Enterprise Zone" and improve the economic climate of Painesville Township, Lake County, Ohio; and

WHEREAS, the "Project" site as proposed by the Enterprise is located in the Painesville Township Local School District, the Auburn Vocational School District, and the Lake County Educational Service Center, and the Board of Education of said districts have been notified in accordance with ORC section 5709.83, and have been given a copy of the "Application"; and

WHEREAS, pursuant to ORC section 5709.63(A) and in conformance with the format required under ORC section 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution thereof, the parties herein agree as follows:

1. The "Project" is expected to involve a total investment by the Enterprise in the amount of Twenty Eight Million Seventy Five Thousand and Eight Hundred and Eighty Two Dollars (\$28,075,882.00) for new buildings as well as expansions and renovations of existing structures as outlined above.

The "Project" is expected to begin on April 1, 2015 and be completed by December 31, 2020.

2. The Enterprise shall create, by the end of the second quarter, 2015, the equivalent of twenty (20) new full-time permanent jobs and by the end of the third quarter, 2015 an additional four (4) full time jobs. All newly created jobs will be at the facility located at 155 Freedom Road, Painesville Township, Ohio. The Enterprise will retain three hundred and nine (309) existing permanent jobs at the existing location. The retained jobs have a current payroll of \$23,602,980.

The schedule for hiring is as follows: create 20 new full time permanent jobs by the end of the second quarter 2015 and an additional 4 new full time permanent jobs by the end of the third quarter 2015. The Enterprise currently has 2375 full-time permanent employees; 19 full time temporary employees, 12 part time permanent employees and 10 part-time temporary employees within the State of Ohio.

This increase in employment will result in approximately One Million Five Hundred and Seventy Seven Thousand (\$1,577,000) in additional annual payroll. All of the job opportunities will be permanent positions.

3. The Enterprise shall provide to the proper Tax Review Incentive Council any information reasonably required by the Council to evaluate the "Enterprise's" compliance with the "Agreement", including returns filed pursuant to ORC section 5711.02. Enterprises receiving personal property tax incentives are required to supply a copy of the Ohio Department of Taxation State Return form 913 to the Tax Incentive Review Council for each year the agreement is in effect or required to be reviewed.
4. The Enterprise shall maintain membership in both the Painesville Area Chamber of Commerce and the Lake County Ohio Port and Economic Development Authority.
5. Painesville Township, Lake County, Ohio, hereby grants a tax exemption pursuant to O.R.C. sections 5709.63 and 5709.632 for the above referenced eligible improvements first used in business in the State of Ohio as part of the "Project" equal to fifty percent (50%) for ten (10) years for all above referenced improvements to real property installed by December 31, 2020 as part of the "Project". Said exemption shall commence the first year for which the tangible personal property identified in the "Project" would become taxable were that property not exempted from taxation. No exemption shall commence after December 31<sup>st</sup> 2020, nor extend beyond December 31<sup>st</sup>, 2027. No taxed portion shall be abated for a period longer than ten years.
6. In the event the Enterprise is in default of it's obligations as set forth in this agreement, including the obligation to provide information reasonably requested to insure compliance and timely payment of all monetary obligations, and fails to cure said default within forty five (45) days of written request to cure said default, then the Township may, by resolution of the Trustees, declare one or more of the following:
  - a. Cancellation of the balance of this Agreement;
  - b. A refund and return of any previously abated tax amount for all or a part of any prior period under this Agreement;
  - c. Reimbursement for all costs and expenses associated with the abatement and this Agreement, including but not limited to costs incurred by the Lake County Ohio Port and Economic Development Authority, attorney fees, investigator fees and/or accounting fees.In the event the Township elects to retroactively rescind any previously abated tax as set forth in this paragraph, the Township Clerk shall certify such action to the Lake County Auditor for reassessment of the unabated tax, including any penalty and interest.
7. The Enterprise must file the appropriate tax forms (DTE 24) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this agreement. The #913 Ohio Tax Form must be filed annually, with a copy to the Township Clerk.
8. The Enterprise shall pay an annual fee equal to one percent (1.00%) of the annual tax savings which is determined by the largest annual tax savings during the term of the abatement or Five Hundred Dollars (\$500.00), whichever is greater, provided, however, the fee shall not exceed

14. The Enterprise affirmatively covenants that it does not owe:
  - (i) Any delinquent taxes to the State of Ohio or a political subdivision of the State;
  - (ii) Any monies to the State or a State Agency for the administration or enforcement of any environmental laws of the State;
  - (iii) Any other monies to the State, a State Agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
15. The Enterprise and Painesville Township, Lake County, Ohio, acknowledge that this agreement must be approved by formal action of the legislative authority of Lake County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
16. Painesville Township, Lake County, Ohio, has developed a policy to ensure that recipients of Enterprise Zone Tax Benefits practice non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
17. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Enterprise, any successor enterprise or any related member (as those terms are defined in ORC section 5709.61) has violated the prohibition against entering into this "Agreement" under division (E) of section 3735.671 or sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. The Enterprise affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the "Enterprise Zone" incentives. If any representative of the Enterprise has knowingly made a false statement to a State or local political subdivision to obtain the "Enterprise Zone" incentives, it shall be required to immediately return all benefits received under the "Enterprise Zone Agreement" 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 section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six (6) months.
19. This agreement is not transferable or assignable without the express written approval of Painesville Township, Lake County, Ohio.

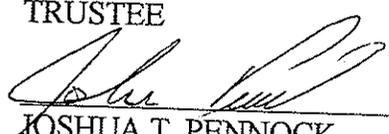
Adopted this 7 day of April, 2015



GABE CICCONE TTI  
TRUSTEE

Abstain @

CHARLES C. HILLIER  
TRUSTEE



JOSHUA T. PENNOCK  
TRUSTEE

**CERTIFICATION**

State of Ohio, Lake County

I, the undersigned Michael Patriarca, Fiscal Officer of the Board of Trustees for Painesville Township, Lake County, Ohio, certifies that the foregoing Resolution No. 2015-31 is taken and copied from the record of proceedings of the Township, and that it has been compared by me with the Resolution on the record and is a true copy.

Witness my hand this 7 day of APRIL, 2015, in Painesville Township, Ohio.



MICHAEL PATRIARCA  
Fiscal Officer, Painesville Township

# Exhibit B

## ENTERPRISE ZONE AGREEMENT

WITNESSETH:

This agreement made and entered into by and between the Board of Trustees of Painesville Township, Lake County, Ohio, with its main offices located at 55 Nye Road, Painesville, Ohio 44077 and The Lubrizol Corporation, an Ohio Corporation, whose place of business is 155 Freedom Road, Painesville, Ohio 44077, (hereinafter referred to collectively as "Enterprise").

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WHEREAS, the Enterprise is desirous of investing in an expansion of said facility consisting of new buildings as well as expansions and/or renovations of certain existing structures, building systems and land improvements to increase its capacity to do business in Painesville Township as well as to preserve or create employment opportunities and provide its goods and services to a variety of businesses, and

WHEREAS, said investments are eligible for tax incentives under the Ohio Enterprise Zone Program. The Enterprise proposes investing purchasing and installing within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said "Project", as follows:

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Buildings: \$5,468,030

The above referenced improvements exceed the market value of said property.

WHEREAS, the Board of Trustees of Painesville Township, Lake County, Ohio by Resolution No. 90-09 adopted September 11, 1990, designated the area as an "Enterprise Zone" pursuant to ORC chapter 5709; and

WHEREAS, effective April 7, 1990, the Director of Development of the State of Ohio, determined that the aforementioned area designated in said Resolution No. 90-09 contains the characteristics set forth in section 5709.61(A) of the Ohio Revised Code and certified said area as an "Enterprise Zone" under said ORC section 5709; and

WHEREAS, Painesville Township, Lake County, Ohio having the appropriate authority for the stated type of project is desirous of providing the Enterprise with incentives available for the development of the "Project" in said "Enterprise Zone" under said ORC section 5709; and

WHEREAS, The Enterprise has submitted a proposed Agreement Application (hereinafter referred to as "Application" and attached as "Exhibit A") to Painesville Township, Lake County, Ohio; and

WHEREAS, The Enterprise has remitted the required State Application Fee of Seven Hundred and

Fifty Dollars (\$750.00), made payable to the Ohio Development Services Agency, with the "Application" to be forwarded with the final "Agreement"; and

WHEREAS, the Enterprise Zone Application Review Committee of the Lake County Ohio Port and Economic Development Authority has investigated the "Application" of the Enterprise and has recommended the same to the Board of Commissioners of Lake County, Ohio on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said "Enterprise Zone" and improve the economic climate of Painesville Township, Lake County, Ohio; and

WHEREAS, the "Project" site as proposed by the Enterprise is located in the Painesville Township Local School District, the Auburn Vocational School District, and the Lake County Educational Service Center, and the Board of Education of said districts have been notified in accordance with ORC section 5709.83, and have been given a copy of the "Application"; and

WHEREAS, pursuant to ORC section 5709.63(A) and in conformance with the format required under ORC section 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution thereof, the parties herein agree as follows:

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The "Project" is expected to begin on April 1, 2015 and be completed by December 31, 2020.

2. The Enterprise shall create, by the end of the second quarter, 2015, the equivalent of twenty (20) new full-time permanent jobs and by the end of the third quarter, 2015 an additional four (4) full time jobs. All newly created jobs will be at the facility located at 155 Freedom Road, Painesville Township, Ohio. The Enterprise will retain three hundred and nine (309) existing permanent jobs at the existing location. The retained jobs have a current payroll of \$23,602,980.

The schedule for hiring is as follows: create 20 new full time permanent jobs by the end of the second quarter 2015 and an additional 4 new full time permanent jobs by the end of the third quarter 2015. The Enterprise currently has 2375 full-time permanent employees; 19 full time temporary employees, 12 part time permanent employees and 10 part-time temporary employees within the State of Ohio.

This increase in employment will result in approximately One Million Five Hundred and Seventy Seven Thousand (\$1,577,000) in additional annual payroll. All of the job opportunities will be permanent positions.

3. The Enterprise shall provide to the proper Tax Review Incentive Council any information reasonably required by the Council to evaluate the "Enterprise's" compliance with the "Agreement", including returns filed pursuant to ORC section 5711.02. Enterprises receiving personal property tax incentives are required to supply a copy of the Ohio Department of Taxation State Return form 913 to the Tax Incentive Review Council for each year the agreement is in effect or required to be reviewed.
4. The Enterprise shall maintain membership in both the Painesville Area Chamber of Commerce and the Lake County Ohio Port and Economic Development Authority.
5. Painesville Township, Lake County, Ohio, hereby grants a tax exemption pursuant to O.R.C. sections 5709.63 and 5709.632 for eligible new buildings tangible personal property first used in business in the State of Ohio as part of the "Project" equal to fifty percent (50%) for ten (10) years for all above referenced improvements to real property installed by December 31, 2020 as part of the "Project". Said exemption shall commence the first year for which the tangible personal property identified in the "Project" would become taxable were that property not exempted from taxation. No exemption shall commence after December 31<sup>st</sup>, 2020, nor extend beyond December 31<sup>st</sup>, 2027.
6. In the event the Enterprise is in default of its obligations as set forth in this agreement, including the obligation to provide information reasonably requested to insure compliance and timely payment of all monetary obligations, and fails to cure said default within forty five (45) days of written request to cure said default, then the Township may, by resolution of the Trustees, declare one or more of the following:
  - a. Cancellation of the balance of this Agreement;
  - b. A refund and return of any previously abated tax amount for all or a part of any prior period under this Agreement;
  - c. Reimbursement for all costs and expenses associated with the abatement and this Agreement, including but not limited to costs incurred by the Lake County Economic Development Center, attorney fees, investigator fees and/or accounting fees.In the event the Township elects to retroactively rescind any previously abated tax as set forth in this paragraph, the Township Clerk shall certify such action to the Lake County Auditor for reassessment of the unabated tax, including any penalty and interest.
7. The Enterprise must file the appropriate tax forms (DTE 24) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this agreement. The #913 Ohio Tax Form must be filed annually, with a copy to the Township Clerk.
8. The Enterprise shall pay an annual fee equal to one percent (1.00%) of the annual tax savings which is determined by the largest annual tax savings during the term of the abatement or Five Hundred Dollars (\$500.00), whichever is greater, provided, however, the fee shall not exceed Twenty Five Hundred Dollars (\$2,500.00).

The fee shall be made payable to the Lake County Ohio Port and Economic Development Authority, as the Agent for the County of Lake, once per year for each year the "Agreement" is in effect, on the effective date, by certified check. The fee is to be delivered to the Manager of the Enterprise Zone. The fee shall be deposited into a special fund, created for such purpose, and shall be used exclusively for the purpose of complying with ORC section 5709.68, and by the Tax Incentive Review Council, created under ORC section 5709.85, exclusively for the purpose of performing the duties prescribed under that Section.

9. The Enterprise shall pay such real and personal property taxes for which it is responsible that is not exempted under this agreement and are charged against such property and shall file all tax reports and returns as are required by law. Regardless of whether the Township exercises any of its remedies in paragraph 6, if the Enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
10. Painesville Township, Lake County, Ohio, shall perform such acts as are necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement, including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such exemptions.
11. If for any reason the "Enterprise Zone" designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or Painesville Township, Lake County, Ohio, revokes designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Enterprise materially fails to fulfill its obligations under this agreement.
12. If the Enterprise materially fails to fulfill its obligations under this agreement, or, if Painesville Township, Lake County, Ohio determines that the certification as to delinquent taxes required by this agreement is fraudulent, Painesville Township may terminate or modify the exemptions from taxation granted under this agreement, and require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
13. The Enterprise hereby certifies that at the time this agreement is executed, neither owes any delinquent real or tangible personal property tax to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under ORC chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if it is aware such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an Agent or Instrumentality thereof, has filed a Petition in Bankruptcy under 11 USCA 101, et seq., or such a petition has been filed against it. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty, under the chapter of the Ohio Revised Code governing payment of those taxes.
14. The Enterprise affirmatively covenants that it does not owe:

- (i) Any delinquent taxes to the State of Ohio or a political subdivision of the State;
  - (ii) Any monies to the State or a State Agency for the administration or enforcement of any environmental laws of the State;
  - (iii) Any other monies to the State, a State Agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
15. The Enterprise and Painesville Township, Lake County, Ohio, acknowledge that this agreement must be approved by formal action of the legislative authority of Lake County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
16. Painesville Township, Lake County, Ohio, has developed a policy to ensure that recipients of Enterprise Zone Tax Benefits practice non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
17. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Enterprise, any successor enterprise or any related member (as those terms are defined in ORC section 5709.61) has violated the prohibition against entering into this "Agreement" under division (E) of section 3735.671 or sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. The Enterprise affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the "Enterprise Zone" incentives. If any representative of the Enterprise has knowingly made a false statement to a State or local political subdivision to obtain the "Enterprise Zone" incentives, it shall be required to immediately return all benefits received under the "Enterprise Zone Agreement" 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 section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six (6) months.
19. This agreement is not transferable or assignable without the express written approval of Painesville Township, Lake County, Ohio.

IN WITNESS WHEREOF, the Board of Trustees of Painesville Township, Lake County, Ohio, by Gabe Cicconetti, its Chairman, and pursuant to Resolution \_\_\_\_\_ has caused this instrument to be executed this 7 day of April, 2015.

PAINESVILLE TOWNSHIP,  
LAKE COUNTY, OHIO

THE LUBRIZOL CORPORATION

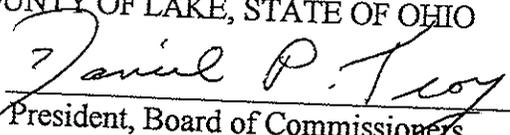
By:

  
Chairman, Board of Trustees

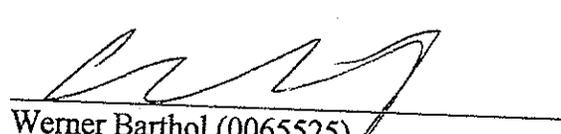
  
President, Lubrizol Additives

COUNTY OF LAKE, STATE OF OHIO

By:

  
President, Board of Commissioners

Approved as to form:

  
Werner Barthol (0065525)  
Attorney for Painesville Township

# Exhibit C

## CONTRACT FOR POLICE PROTECTION PAINESVILLE TOWNSHIP, OHIO

This Contract is effective the 1<sup>st</sup> day of April 2015 by and between the Sheriff of Lake County, Ohio, hereinafter referred to as "SHERIFF," 104 East Erie Street, Painesville, Ohio 44077 and the Painesville Township Board of Trustees, Lake County, Ohio hereinafter referred to as "TOWNSHIP," 55 Nye Road, Painesville, OH 44077.

WHEREAS, the TOWNSHIP is desirous of acquiring additional police protection for the unincorporated area of Painesville Township, Lake County, Ohio and its property and residents; and

WHEREAS, the SHERIFF is authorized to enter into a contract with the TOWNSHIP for the performance of police functions as set forth in R.C. 311.29 and 505.43.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto do hereby agree to the following provisions and conditions.

### **SECTION I: SCOPE OF SERVICES TO BE PROVIDED**

The SHERIFF agrees to provide police protection to the TOWNSHIP by assigning exclusively to the jurisdiction of the TOWNSHIP deputy sheriffs to preserve and maintain the peace, protect residents and property and to perform other police function within said TOWNSHIP as directed by the SHERIFF. The SHERIFF shall assign the deputy sheriff a patrol car, all necessary training and equipment, and the use of the regular facilities of the Sheriff's Office.

Police protection provided to the TOWNSHIP under this Contract shall include but not be limited to the following:

- A. Patrol the territorial limits of the TOWNSHIP;
- B. Enforce the laws of the State of Ohio and those Township Resolutions enforceable by the SHERIFF within the territorial limits of the TOWNSHIP; and
- C. Respond to and/or investigate criminal activity occurring within the territorial limits of the TOWNSHIP.

The SHERIFF may consult with the TOWNSHIP as to the specific duties of the deputy sheriff to be provided hereunder. It is mutually agreed and understood however, that the SHERIFF shall have final authority for determining the scope of and the times that the services of a deputy sheriff so assigned shall be rendered, using best practices as determined by the SHERIFF.

It is mutually understood by and between the parties that the services herein to be provided by the SHERIFF are contractual in nature and shall be separate from that present level of response and/or patrol now being rendered to the TOWNSHIP by the Sheriff's Office. The SHERIFF may be required, as a result of budgetary constraints imposed upon the Office of the Lake County Sheriff, to reduce the non-contractual level of response and/or patrol the TOWNSHIP.

The SHERIFF reserves the right temporarily to assign the deputy sheriff assigned under this contract to any emergency outside of the TOWNSHIP as the SHERIFF may from time to time require, without reimbursement to the TOWNSHIP for any time lost under the terms of this Contract.

The SHERIFF shall assume full responsibility for hiring, training, assignment, discipline, and dismissal of all personnel assigned under this Contract. Nothing in the Contract shall be intended or construed to make any personnel assigned under this Contract, employees of the TOWNSHIP.

The SHERIFF may assign command personnel to attend meetings of the board of Township Trustees as reasonably requested by the TOWNSHIP from time to time.

The SHERIFF will furnish to the TOWNSHIP such information to substantiate compliance with terms of this Contract as is reasonable requested by the TOWNSHIP during the term of this contract.

## **SECTION II: PAYMENT OF SERVICES**

In consideration of the foregoing services to be provided by the SHERIFF to the TOWNSHIP, the TOWNSHIP agrees to reimburse the SHERIFF for the costs incurred by the SHERIFF for such policing as follows:

- |                              |               |
|------------------------------|---------------|
| • April 2015 thru March 2016 | \$ 650,000.00 |
| • April 2016 thru March 2017 | \$ 669,500.00 |
| • April 2017 thru March 2018 | \$ 689,585.00 |

The TOWNSHIP will pay for five (5) deputy sheriffs to patrol the township (one (1) per shift per day), plus one (1) deputy sheriff to work an additional 40 hours per week whose hours of work are at the determination of the sheriff.

Payment required under this contract shall be made by the TOWNSHIP quarterly to the lake County Treasurer and shall be credited to the Sheriff's Police Revolving Fund (R.C. 311.29 (D)). Each such payment shall be made on or before the 15<sup>th</sup> day of the first month of each quarter (e.g., the first such quarterly payment shall be due on or before April 15, 2015).

**SECTION III: TERM AND TERMINATION**

This Contract replaces the current contract that expires March 31, 2016. It will commence on April 1, 2015. Said Contract shall be reviewed upon the conclusion of the third year.

After completion of the first contract year, however, either party may terminate this Contract at any time providing 180 days prior written notice to the other party.

**SECTION IV: MODIFICATION**

Any modification to the terms of this Contract shall not be effective unless made in writing and signed and dated by the parties.

**SECTION V: ENTIRE AGREEMENT**

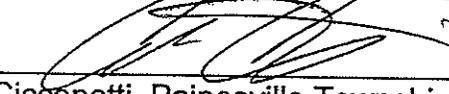
This Contract constitutes the entire agreement of the parties with regard to the provision of services by the SHERIFF to the TOWNSHIP, and any agreement, statement, representation, or promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

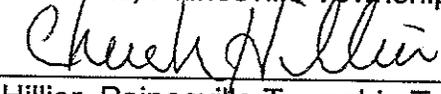
IN WITNESS WHEREOF, the parties have hereto set their hand on the dates indicated below:

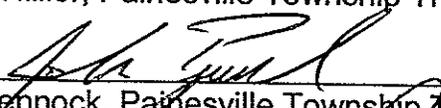
**LAKE COUNTY SHERIFF**

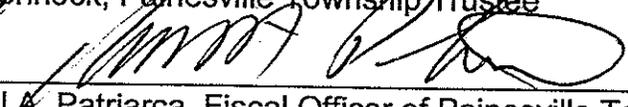
By:  Date: 05-05-15  
Daniel A. Dunlap, Sheriff

**PAINESVILLE TOWNSHIP BOARD OF TRUSTEES**

By:  Date: 05/05/2015  
Gabe Cicconetti, Painesville Township Trustee

By:  Date: 5/5/15  
Chuck Hillier, Painesville Township Trustee

By:  Date: 5-5-2015  
Josh Pennock, Painesville Township Trustee

By:  Date: 5-5-15  
Michael A. Patriarca, Fiscal Officer of Painesville Township