

RESOLUTIONS ADOPTED
February 18, 2020

2020-015 RESOLUTION AUTHORIZING PAYMENT OF \$5,385.04 TO SUTPHEN CORPORATION FOR THE BALANCE DUE ON THE FIRE ENGINE

2020-016 RESOLUTION AUTHORIZING PAYMENT OF \$9,196.00 TO LAKE ERIE CONSTRUCTION FOR THE INSTALLATION OF 362.5 FEET OF GUARDRAIL ON WINTERGREEN HILL DRIVE

2020-017 RESOLUTION AUTHORIZING PAYMENT OF \$51,303.00 TO OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY FOR PROPERTY AND LIABILITY INSURANCE

2020-018 RESOLUTION TO APPROVE THE LABOR CONTRACT BETWEEN THE PAINESVILLE TOWNSHIP BOARD OF TRUSTEES AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3411 EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

2020-019 RESOLUTION TO APPROVE PAYMENT OF \$5,800 FOR THE 2020 PAYMENT TO CONWAY LAND TITLE FOR THE PURCHASE OF HADDEN PROPERTY

2020-020 RESOLUTION TO APPROVE AN ADDENDUM TO THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND PAINESVILLE TOWNSHIP BOARD OF TRUSTEES

2020-021 RESOLUTION TO PERMIT GALLION CONTRACTING, INC., TO OPEN CUT POST ROAD FOR THE INSTALLATION OF A SANITARY SEWER LINE FOR LAKE DINE AND DANCE.

2020-022 RESOLUTION FOR A PAY INCREASE OF 3% FOR ALL OTHER NON-CLASSIFIED TOWNSHIP EMPLOYEES, WITH THE EXCEPTION OF ASSISTANT ZONING INSPECTOR HARLEY DELEON, EFFECTIVE FIRST PAY PERIOD OF MARCH 2020

MINUTES

The Board of Painesville Township Trustees met for a regular meeting at 7:30 P.M. on Tuesday, February 18, 2020 at 55 Nye Road. The meeting was called to order at 7:30 P.M. by Chairman Hillier. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Administrator Michael Manary, Legal Advisor Matt Lallo, and Fiscal Officer Michael Patriarca.

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting February 4, 2020.

SUMMARY OF WORK SESSION:

Administrator Manary summarized the work session noting the following:

- The Trustees went into Executive Session at 5:24 P.M. The purpose of the Executive Session was to discuss collective bargaining, and employee's salaries. A motion to go into Executive Session was made by Gabe Cicconetti and seconded by Josh Pennock. The Executive Session ended at 6:00 P.M.
- The Trustees discussed the collective bargaining agreement.
- The Trustees discussed salary reviews.
- The Trustees discussed purchasing the property behind Hadden School.
- The Trustees discussed renewing the Township's property and liability insurance for this year.
- The Trustees discussed how employee's and elected officials are bonded.
- The Trustees discussed the St. Patrick's Day Parade that is coming up on March 15th.
- The Trustees discussed sending out recycling information in an email blast to our residents.
- The Trustees discussed that they approved starting to pay some Township bills by credit card. The Township can receive reward dollars from the credit card company for these payments.
- The Trustees discussed that the new Fire Truck will be delivered on February 28th.
- The Trustees discussed the possibility and will take a survey of the residents on what their thoughts are of hiring a single hauler for waste pickup in the Township.
- The Trustees discussed maintenance behind the Hadden Park when we do take possession of it.
- The Fire Chief discussed the repairs at Station 3 from the wind damage that occurred.
- The Fire Chief discussed the wages of part time firefighters.
- The Service Director discussed the cleaning of Pine's ditch which occurred this last week.
- The Service Director discussed possible changes from ODOT regarding providing salt grind to the Township.

- The Service Director discussed the door in the back of Town Hall that needs to be repaired and replaced.
- The Zoning Inspector gave an update on a semi-tractor trailer that parks periodically at Painesville Commons.
- The Assistant Zoning Inspector Harley gave an update on software that the zoning department is looking at to replace their old software.
- The Assistant Zoning Inspector Harley gave a proposal on the timeline of handling zoning complaints.

OLD BUSINESS: None

NEW BUSINESS: John Muzik of 45 Coventry Drive asked a question in regards to the resolution to approve an Addendum to the Real Estate Purchase Agreement between Riverside Local School District Board of Education and Painesville Township Board of Trustees. John Muzik mentioned that he suggested Lake Metropark's let the Boy Scout's use some of their land since the Boy Scouts will be losing their building. John would like to see the Community's help the Boy Scout's so we don't lose them in Lake County.

LAKE COUNTY SHERIFF'S OFFICE REPORT: No report given

DEPARTMENT REPORTS:

- **SERVICE DEPARTMENT:** Reported that we built the salt hut with Fairport to share the salt and that it is working out just as they hoped it would. We were able to coordinate their delivery with our final delivery so that we could equal the 800 tons needed to get the conveyor to come on sight.
- **FIRE DEPARTMENT:** Reported that they are picking up the new Fire Truck on February 28th and it will be at Station 2 on the 29th. The Chief will have it here at the next Trustees meeting if anyone would like to see it. Reported that on April 25th the fire department will have a community CPR class from 9:00 A.M. to 1:00 P.M. at Station 3 on Hardy Road.
- **ZONING DEPARTMENT:** Nothing to report
- **LEGAL ADVISOR:** Nothing to report
- **ADMINISTRATOR:** Nothing to report

FISCAL OFFICER: Nothing to report

TRUSTEES:

BILLS PAID

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

RESOLUTIONS ADOPTED

2020-015 RESOLUTION AUTHORIZING PAYMENT OF \$5,385.04 TO SUTPHEN CORPORATION FOR THE BALANCE DUE ON THE FIRE ENGINE

RESOLVED, We the Painesville Township Trustees, authorize payment of \$5,385.04 to Sutphen Corporation for the balance due on the fire engine

2020-016 RESOLUTION AUTHORIZING PAYMENT OF \$9,196.00 TO LAKE ERIE CONSTRUCTION FOR THE INSTALLATION OF 362.5 FEET OF GUARDRAIL ON WINTERGREEN HILL DRIVE

RESOLVED, We the Painesville Township Trustees, authorize payment of \$9,196.00 to Lake Erie Construction for the installation of 362.5 feet of guardrail on Wintergreen Hill Drive

2020-017 RESOLUTION AUTHORIZING PAYMENT OF \$51,303.00 TO OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY FOR PROPERTY AND LIABILITY INSURANCE

RESOLVED, We the Painesville Township Trustees, authorize payment of \$51,303.00 to Ohio Township Association Risk Management Authority for property and liability insurance

2020-018 RESOLUTION TO APPROVE THE LABOR CONTRACT BETWEEN THE PAINESVILLE TOWNSHIP BOARD OF TRUSTEES AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3411 EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

RESOLVED, We the Painesville Township Trustees, approve the Labor Contract between the Painesville Township Board of Trustees and the International Association of Fire Fighters Local 3411 effective January 1, 2020 through December 31, 2022

2020-019 RESOLUTION TO APPROVE PAYMENT OF \$5,800 FOR THE 2020 PAYMENT TO CONWAY LAND TITLE FOR THE PURCHASE OF THE HADDEN PROPERTY

RESOLVED, We the Painesville Township Trustees, approve payment of \$5800 for the 2020 payment to Conway Land Title for the purchase of the Hadden Property

2020-020 RESOLUTION TO APPROVE AN ADDENDUM TO THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE RIVERSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND PAINESVILLE TOWNSHIP BOARD OF TRUSTEES

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

(See Exhibit B for original purchase agreement)

2020-021 RESOLUTION TO PERMIT GALLION CONTRACTING, INC., TO OPEN CUT POST ROAD FOR THE INSTALLATION OF A SANITARY SEWER LINE FOR LAKE DINE AND DANCE

RESOLVED, We the Painesville Township Trustees, permit Gallion Contracting, Inc., to open cut Post Road for the installation of a sanitary sewer line for Lake Dine and Dance

2020-022 RESOLUTION FOR A PAY INCREASE OF 3% FOR ALL OTHER NON-CLASSIFIED TOWNSHIP EMPLOYEES, WITH THE EXCEPTION OF ASSISTANT ZONING INSPECTOR HARLEY DELEON, EFFECTIVE FIRST PAY PERIOD OF MARCH 2020

RESOLVED, We the Painesville Township Trustees, approve a pay increase of 3% for all other non-classified Township Employees, with the exception of Assistant Zoning Inspector Harley Deleon, effective first pay period of March 2020

Chairman Chuck Hillier made a motion to close the meeting at 7:45 P.M., seconded by Josh Pennock passed unanimously.

ADJOURNMENT



Chuck Hillier, Chairman



Michal Patriarca, Fiscal Officer

Payment Listing

2/5/2020 to 2/18/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
278-2020	02/05/2020	02/07/2020	CH	RYAN HOMES	\$400.00	0
279-2020	02/10/2020	02/10/2020	CH	TIME WARNER CABLE	\$470.00	0
58084	02/07/2020	02/07/2020	AW	ACTIVE PLUMBING SUPPLY CO.	\$33.94	0
58085	02/07/2020	02/07/2020	AW	COMDOC, INC.	\$50.38	0
58086	02/07/2020	02/07/2020	AW	GAZETTE NEWSPAPERS	\$12.38	0
58087	02/07/2020	02/07/2020	AW	JOHN FORTUNE	\$100.00	0
58088	02/07/2020	02/07/2020	AW	JOUGHIN HARDWARE	\$206.08	0
58089	02/07/2020	02/07/2020	AW	KIMBALL MIDWEST	\$865.04	0
58090	02/07/2020	02/07/2020	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$65.00	0
58091	02/07/2020	02/07/2020	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$735.29	0
58092	02/07/2020	02/07/2020	AW	LAKE COUNTY DOOR, INC.	\$125.00	0
58093	02/07/2020	02/07/2020	AW	MAJOR WASTE DISPOSAL SERVICES, INC	\$265.00	0
58094	02/07/2020	02/07/2020	AW	QUILL LLC	\$105.99	0
58095	02/07/2020	02/07/2020	AW	SIEVERS CO.	\$140.00	0
58096	02/07/2020	02/07/2020	AW	SIGNS-N-STUFF, INC.	\$176.00	0
58097	02/07/2020	02/07/2020	AW	THE ILLUMINATING COMPANY	\$9,759.30	0
58098	02/07/2020	02/07/2020	AW	TIME WARNER CABLE	\$68.62	0
58099	02/10/2020	02/10/2020	AW	21st Century Media-Ohio	\$440.50	0
58100	02/10/2020	02/10/2020	AW	AIRGAS GREAT LAKES	\$60.54	0
58101	02/10/2020	02/10/2020	AW	CONVOY TIRE AND SERVICE, INC.	\$2,500.00	0
58102	02/10/2020	02/10/2020	AW	DANIELLE THOMPSON	\$150.00	0
58103	02/10/2020	02/10/2020	AW	DEFENDER AUTO GLASS	\$75.00	0
58104	02/10/2020	02/10/2020	AW	EASTERN LAKE COUNTY CHAMBER OF CC	\$15.00	0
58105	02/10/2020	02/10/2020	AW	KIMBALL MIDWEST	\$137.75	0
58106	02/10/2020	02/10/2020	AW	LAKE HEALTH	\$65.00	0
58107	02/10/2020	02/10/2020	AW	LBP LEASING INC.	\$317.50	0
58108	02/10/2020	02/10/2020	AW	OZINGA	\$89.00	0
58109	02/10/2020	02/10/2020	AW	SPOK, INC.	\$105.44	0
58110	02/11/2020	02/11/2020	AW	LAKE COUNTY TREASURER	\$4,205.00	0
58111	02/11/2020	02/11/2020	AW	OHIO DEPARTMENT OF JOB AND FAMILY S	\$5.65	0
58112	02/11/2020	02/11/2020	AW	STAR EXCAVATING, INC.	\$320.00	0
58113	02/11/2020	02/11/2020	AW	LANIGAN HEATING & AIR CONDITIONING, I	\$1,046.00	0
58114	02/11/2020	02/11/2020	AW	CINTAS CORPORATION	\$192.78	0
58115	02/11/2020	02/11/2020	AW	LAKE ERIE CONSTRUCTION COMPANY	\$9,196.00	0
58116	02/11/2020	02/11/2020	AW	SUTPHEN CORPORATION	\$5,385.04	0
58117	02/12/2020	02/12/2020	AW	CITY OF PAINESVILLE	\$2,477.06	0
58118	02/12/2020	02/12/2020	AW	MORGAN LITHO	\$193.00	0
58119	02/12/2020	02/12/2020	AW	OHIO UTILITIES PROTECTION SERVICE	\$546.70	0
58120	02/12/2020	02/12/2020	AW	THE NEWS-HERALD	\$19.38	0
58121	02/13/2020	02/13/2020	AW	OTARMA	\$51,303.00	0
58122	02/13/2020	02/13/2020	AW	HUNTINGTON NATIONAL BANK	\$4,410.62	0
58123	02/14/2020	02/14/2020	AW	CHEMSAFE INTERNATIONAL	\$303.00	0
58124	02/14/2020	02/14/2020	AW	CINTAS CORPORATION	\$139.22	0
58125	02/14/2020	02/14/2020	AW	CONVOY TIRE AND SERVICE, INC.	\$134.00	0
58126	02/14/2020	02/14/2020	AW	JOUGHIN HARDWARE	\$39.87	0
58127	02/14/2020	02/14/2020	AW	NAPA CHAGRIN VALLEY AUTO PARTS	\$18.78	0

Payment Listing

2/5/2020 to 2/18/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
58128	02/17/2020	02/17/2020	AW	AIRGAS GREAT LAKES	\$123.05	O
58129	02/17/2020	02/17/2020	AW	ATWELL'S POLICE & FIRE EQUIP. CO.	\$285.97	O
58130	02/17/2020	02/17/2020	AW	AUTOZONE, INC.	\$287.16	O
58131	02/17/2020	02/17/2020	AW	CHARDON OIL COMPANY	\$467.62	O
58132	02/17/2020	02/17/2020	AW	COMDOC, INC.	\$247.85	O
58133	02/17/2020	02/17/2020	AW	HERDA'S TRUCK REPAIR, INC.	\$2,562.27	O
58134	02/17/2020	02/17/2020	AW	JOUGHIN HARDWARE	\$48.58	O
58135	02/17/2020	02/17/2020	AW	LAKE HEALTH	\$50.00	O
58136	02/17/2020	02/17/2020	AW	STATE CHEMICAL SOLUTIONS	\$11.55	O
58137	02/17/2020	02/17/2020	AW	THE ILLUMINATING COMPANY	\$1,322.14	O
58138	02/17/2020	02/17/2020	AW	RIVERSIDE LOCAL SCHOOL DISTRICT	\$4,000.00	V
58138	02/18/2020	02/18/2020	AW	RIVERSIDE LOCAL SCHOOL DISTRICT	-\$4,000.00	V
58139	02/18/2020	02/18/2020	AW	CONWAY LAND TITLE COMPANY	\$5,800.00	O
Total Payments:					\$108,675.04	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$108,675.04	

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.

**Addendum to
Real Estate Purchase Agreement
between the
Riverside Local School District Board of Education
and
Painesville Township Board of Trustees**

This Addendum to the Real Estate Purchase Agreement between the Riverside Local School District Board of Education and Painesville Township Board of Trustees is made on this ____ day of February 2020 by and between the Riverside Local School District Board of Education (Lake County), a political subdivision of the state of Ohio whose mailing address is 585 Riverside Drive, Painesville, Ohio 44077 ("Seller") and the Painesville Township Board of Trustees (Lake County), a political subdivision of the state of Ohio whose mailing address is 55 Nye Road, Painesville, Ohio 44077 ("Buyer").

WHEREAS, Seller and Buyer previously entered into a Real Estate Purchase Agreement dated December 17, 2019 regarding an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-003-0 and a portion of an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-002-0 (hereinafter, Agreement"); and

WHEREAS, Seller and Buyer wish to modify the Agreement; and

WHEREAS, Buyer and Seller believe that this Addendum is in their respective best interests and the best interests of their respective constituencies; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for good and valuable consideration, Seller and Buyer agree as follows:

1. **Rezoning.** Section 7 (a) of the Agreement shall be replaced with the following:
 - (a) Before the Closing Date, Buyer shall modify and amend the zoning of the Subject Property to REC-1, Recreation (Public/Non-Profit) and shall modify and amend the zoning of the portion of Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property to B-1 Commercial. Inasmuch as the Clyde C. Hadden Elementary School is located on the portion of Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property, Buyer acknowledges and agrees that the operation of a school or other educational facility will be a legal non-conforming use after the rezoning of this portion of Permanent Parcel Number 11-A-015-0-00-002-0 to B-1 Commercial. Because the Seller stopped using the Clyde C. Hadden Elementary School for school operations on September 1, 2019, its legal non-conforming use will expire on August 31, 2021 unless the Seller and/or its successor(s) resume the legal non-conforming use of the portion of

Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property prior to August 31, 2021.

2. Closing. Section 13 (a) of the Agreement shall be replaced with the following:

(a) Provided all of the terms, conditions, and Contingencies of this Agreement have been satisfied or waived as provided herein, the Closing shall take place no later than March 31, 2020 ("Closing Date").

3. Naming of the Subject Property. Section 10 of the Agreement shall be replaced with the following:

For so long as Buyer owns the Subject Property, the name of the Subject Property shall continue to be "Clyde C. Hadden Park," and Buyer shall refer to the Subject Property as "Clyde C. Hadden Park" in its reports, records, publications, websites, other digital media, signage, as well as in printed, promotional, and informational materials.

4. Miscellaneous. All provisions of the Agreement not expressly modified by this Addendum remain in full force and effect.

5. Recitals. The recitals on page one of this Addendum are specifically incorporated into this Addendum as if fully rewritten herein.

IN WITNESS WHEREOF, the parties have duly executed this Addendum.

**Seller: Riverside Local School District
Board of Education**

By: _____
Mrs. Jennifer Harden, Board President
Date: _____

By: _____
Mr. Gary Platko, Board Treasurer
Date: _____

**Buyer: Painesville Township
Board of Trustees**

By: _____
Mr. Gabe Cicconetti
Painesville Township Trustee
Date: 02-18-2020

By: Chuck Hillier
Mr. Chuck Hillier
Painesville Township Trustee
Date: 02-18-2020

By: Josh Pennock
Mr. Josh Pennock
Painesville Township Trustee
Date: 02-18-2020

By: Michael A. Patriarca
Mr. Michael A. Patriarca
Fiscal Officer of Painesville Township
Date: 2/18/2020

RECEIVED
MAY 10 2020
PAINESVILLE TOWNSHIP

STATE OF OHIO

COUNTY OF LAKE

Before me, a Notary Public in and for said county and state, personally appeared the above-named authorized representatives of the Riverside Local School District Board of Education, Mrs. Jennifer Harden, Board President, and Mr. Gary Platko, Treasurer, who acknowledged that they did sign the foregoing Addendum in their official capacities on behalf of the Riverside Local School District Board of Education, and that said Addendum is their free act and deed individually and officially, and the free act and deed of the Riverside Local School District Board of Education.

Sworn to before me and subscribed in my presence this _____ day _____, 2019.

Notary Public
My Commission Expires:

STATE OF OHIO

COUNTY OF LAKE

Before me, a Notary Public in and for said county and state, personally appeared the above-named authorized representatives of the Painesville Township Board of Trustees, Mr. Gabe Cicconetti, Painesville Township Trustee, Mr. Chuck Hillier, Painesville Township Trustee, Mr. Josh Pennock, Painesville Township Trustee, and Mr. Michael A. Patriarca, Fiscal Officer of Painesville Township, who acknowledged that they did sign the foregoing Addendum in their official capacities on behalf of the Painesville Township Board of Trustees, and that said Addendum is their free act and deed individually and officially, and the free act and deed of the Painesville Township Board of Trustees.

Sworn to before me and subscribed in my presence this 18 day FEBRUARY, 2019 2020

Michael P. Manary
Notary Public
My Commission Expires:

MICHAEL P. MANARY
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
My commission expires Aug. 25, 2020

**Real Estate Purchase Agreement
between the
Riverside Local School District Board of Education
and
Painesville Township Board of Trustees**

This Agreement is made on this 17th day of December 2019 by and between the Riverside Local School District Board of Education (Lake County), a political subdivision of the state of Ohio whose mailing address is 585 Riverside Drive, Painesville, Ohio 44077 ("Seller") and the Painesville Township Board of Trustees (Lake County), a political subdivision of the state of Ohio whose mailing address is 55 Nye Road, Painesville, Ohio 44077 ("Buyer").

WHEREAS, Seller desires to sell to Buyer an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-003-0 and a portion of an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-002-0 (hereinafter, collectively referred to as the "Subject Property"); and

WHEREAS, Seller has determined that the Subject Property is no longer needed for school purposes; and

WHEREAS, Buyer desires to purchase the Subject Property from Seller; and

WHEREAS, the Subject Property has been used for many years as a public park by Painesville Township and surrounding communities; and

WHEREAS, Buyer and Seller desire that the Subject Property continue into the indefinite future as a public park for the benefit of Painesville Township and surrounding communities; and

WHEREAS, Seller and Buyer desire to take whatever steps as are necessary to preserve and continue the use of the Subject Property as a public park for the benefit of Painesville Township and surrounding communities; and

WHEREAS, Buyer and Seller believe that this transaction is in their respective best interests and the best interests of their respective constituencies; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for good and valuable consideration, Seller and Buyer agree as follows:

1. Subject Property. The Subject Property is an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-003-0 and a portion of an existing parcel of real property identified by the Lake County Auditor as Permanent Parcel Number 11-A-015-0-00-002-0. The Subject Property is located behind the Clyde C. Hadden Elementary

School at 1800 Mentor Avenue, Painesville, Ohio 44077. A graphic depiction of the Subject Property is shown in Appendix "A" as the land area outlined in red.

2. Purchase and Sale. On the terms and conditions set forth in this Agreement, Seller shall convey, assign, and transfer title to Buyer, and Buyer shall purchase from Seller all of Seller's rights, title, and interest in and to the Subject Property together with any improvements, fixtures, and utilities of whatsoever kind or nature situated in and on the Subject Property.

3. Purchase Price. The purchase price for the Subject Property is Forty Thousand Dollars and No Cents (\$40,000.00) (hereinafter, the "Purchase Price"). On the Closing Date, Buyer shall pay Four Thousand Dollars and No Cents (\$4,000.00) to the Seller toward the Purchase Price (hereinafter, the "Initial Payment"). After the Initial Payment, Buyer shall pay Four Thousand Dollars and No Cents (\$4,000.00) to the Seller toward the Purchase Price in each successive January (*i.e.*, January 2021, January 2022, January 2023, January 2024, January 2025, January 2026, January 2027, January 2028, and January 2029) until the Purchase Price has been paid to the Seller in full. Alternatively, Buyer may elect to pay the balance of the Purchase Price to Seller sooner if it so elects. Buyer shall attach hereto in Appendix "B" its certificate of the availability of funds in compliance with Ohio law, and Buyer shall provide an updated certificate of the availability of funds from time to time until the Purchase Price has been paid to the Seller in full.

4. Due Diligence Period. Beginning on the effective date of this Agreement and continuing until one (1) business day before the Closing Date (hereinafter, the "Due Diligence Period"), Buyer and its agents and contractors shall have the right to enter upon and inspect the Subject Property and conduct any and all such investigations, tests, and studies as Buyer may desire in its sole discretion and at its sole cost and expense. Buyer shall be responsible for all costs, fees, claims, damages or liability of any kind resulting from all acts or omissions of Buyer, its contractors, employees or agents arising out of or relating to the exercise of the right of entry set forth in this Agreement. Buyer shall further be responsible for any damage or destruction to the Subject Property as a result of Buyer's Due Diligence Period activities.

5. Contingencies - Seller.

(a) The obligation of Seller to complete the transaction contemplated by this Agreement is contingent upon the satisfaction or waiver of the following contingencies (collectively referred to as the "Contingencies" or individually referred to as a "Contingency") during the Due Diligence Period:

(1) Seller's satisfaction with the lot split of Permanent Parcel Number 11-A-015-0-00-002-0 to reflect the portion of the parcel being conveyed by Seller to Buyer under this Agreement, which shall be completed by Buyer at its sole cost and expense and provided to Seller; and

(2) Seller's satisfaction with Lake County's approval of the lot split of Permanent Parcel Number 11-A-015-0-00-002-0 to reflect the portion of the parcel being conveyed by Seller to Buyer under this Agreement; and

- (3) Seller's satisfaction with the survey and legal description of the Subject Property, which shall be completed by Buyer at its sole cost and expense and provided to Seller. Upon its completion, a copy of the survey and legal description of the Subject Property shall be added to this Agreement as Appendix "C."
 - (4) Seller's satisfaction with Buyer's rezoning obligations in Section 7 of this Agreement and Buyer's deed restriction obligations in Section 9 of this Agreement, which shall be completed by Buyer at its sole cost and expense.
- (b) The determination of whether these Contingencies have been satisfied shall be within Seller's sole discretion exercised in good faith.
 - (c) If Seller fails to give written notice to Buyer of the satisfaction, failure or waiver of any Contingency by the expiration of the Due Diligence Period, then that Contingency shall be deemed to have been satisfied in full.
 - (d) The satisfaction or waiver of these Contingencies will not operate to release or excuse Buyer from any of the representations, warranties or agreements made by Buyer in this Agreement.
 - (e) If the Buyer is unable to satisfy a Contingency and Seller elects not to waive that Contingency, Seller may terminate this Agreement, and the parties shall be released from their obligations hereunder.

6. Contingencies - Buyer.

- (a) The obligation of Buyer to complete the transaction contemplated by this Agreement is contingent upon the satisfaction or waiver of the following contingencies (hereinafter collectively referred to as the "Contingencies" or individually referred to as a "Contingency") during the Due Diligence Period:
 - (1) Buyer's satisfaction with the Subject Property's physical and environmental conditions, the Subject Property's compliance with governmental requirements and regulations, and the Subject Property's overall condition; and
 - (2) Buyer's satisfaction with the lot split of Permanent Parcel Number 11-A-015-0-00-002-0 to reflect the portion of the parcel being conveyed by Seller to Buyer under this Agreement, which shall be completed by Buyer at its sole cost and expense and provided to Seller;
 - (3) Buyer's satisfaction with Lake County's approval of the lot split of Permanent Parcel Number 11-A-015-0-00-002-0 to reflect the portion of the parcel being conveyed by Seller to Buyer under this Agreement; and

- (4) Buyer's satisfaction with the title being conveyed by Seller and Buyer's receipt of the title insurance policy for the Subject Property.
- (b) The determination of whether these Contingencies have been satisfied shall be within Buyer's sole discretion exercised in good faith.
- (c) If Buyer fails to give written notice to Seller of the satisfaction, failure or waiver of any Contingency by the expiration of the Due Diligence Period, then that Contingency shall be deemed to have been satisfied in full.
- (d) The satisfaction or waiver of these Contingencies will not operate to release or excuse Seller from any of the representations, warranties or agreements made by Seller in this Agreement.
- (e) If the Seller is unable to satisfy a Contingency and Buyer elects not to waive that Contingency, Buyer may terminate this Agreement, and the parties shall be released from their obligations hereunder.

7. Rezoning.

- (a) Before the Closing Date, Buyer shall modify and amend the zoning of the Subject Property to Community Service/Institutional and shall modify and amend the zoning of the portion of Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property to B-3 Commercial. Inasmuch as the Clyde C. Hadden Elementary School is located on the portion of Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property, Buyer acknowledges and agrees that the operation of a school or other educational facility will be a legal non-conforming use after the rezoning of this portion of Permanent Parcel Number 11-A-015-0-00-002-0 to B-3 Commercial. Because the Seller stopped using the Clyde C. Hadden Elementary School for school operations on September 1, 2019, its legal non-conforming use will expire on August 31, 2021 unless the Seller and/or its successor(s) resume the legal non-conforming use of the portion of Permanent Parcel Number 11-A-015-0-00-002-0 which is not part of the Subject Property prior to August 31, 2021.
- (b) Before the Closing Date, Buyer agrees that it will withdraw its current rezoning applications relating to the four (4) parcels of real estate comprising Hale Road Elementary School, the one (1) parcel of real estate comprising the Buckeye Elementary School, and the two (2) parcels of real estate comprising the Clyde C. Hadden Elementary School bearing case numbers 19-CZ-09, 19-CZ-10, and 19-CZ-11 respectively.
- (c) Buyer agrees that it will not initiate, re-initiate, apply for or otherwise pursue the rezoning of Hale Road Elementary School or Buckeye Elementary School unless and until the Seller submits an application for rezoning of Hale Road Elementary School and/or Buckeye Elementary School.

8. Declaration of Restrictive Covenants.

- (a) The purpose of the Declaration of Restrictive Covenants is to restrict the current and future use of the Subject Property in perpetuity in order to protect and maintain the use of the Subject Property as a Public Park for the benefit of Painesville Township and surrounding communities.
- (b) A Public Park means a public playground, public recreation center or area, and other public areas created, established, designated, maintained, provided or set aside for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings, facilities and structures located thereon or therein having the same purpose.
- (c) Buyer acknowledges and agrees that the Subject Property is being conveyed to Buyer by Seller so that the Subject Property shall continue to be used as a Public Park for the benefit of Painesville Township and surrounding communities.
- (d) Buyer acknowledges and agrees that Seller shall execute the Declaration of Restrictive Covenants set forth in Appendix "D." Buyer shall abide by the terms and conditions of the Declaration of Restrictive Covenants.
- (e) At Buyer's sole cost and expense, the Declaration of Restrictive Covenants shall be filed and recorded with the Lake County Recorder's Office prior to the recording of the Deed on the Closing Date.

9. Deed Restrictions.

- (a) Buyer agrees that the Subject Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied, or otherwise disposed of and used only in accordance with the Declaration of Restrictive Covenants, which shall be perpetual and run with the land and be binding on all of the Buyer's administrators, successors, assigns, lessees, or other persons, firms, associations, corporations, or governmental or other entities having or hereafter acquiring any right or interest in the Subject Property or any part thereof.
- (b) On the Closing Date, Seller and Buyer shall execute and record the Deed for the Subject Property which shall create a deed restriction covering the Subject Property and contain the following covenant in which Seller will be referred to as Grantor and Buyer as Grantee:

"Grantee will use, occupy, and operate the Property as a Public Park for the benefit of Painesville Township and surrounding communities. A Public Park means a public playground, public recreation center or area, and other public areas, created, established, designated, maintained, provided or set aside for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings, facilities and structures located thereon or therein having the same purpose. Without limiting the

foregoing, it is specifically agreed that the Property shall not be used for any other purpose including but not limited to residential, commercial, industrial, apartment, town home, cluster home, condominium, multi-family, retail, hotel, restaurant, church, group home, healthcare, medical, office, or planned unit development use or uses. These restrictions will be binding upon and be a covenant running with the land as to the Property and will remain in effect permanently. NOTICE: This Property is subject to a Declaration of Restrictive Covenants dated _____ recorded in the Lake County Recorder's Office on January __, 2020 at _____."

- (c) Buyer shall take such other official actions as are necessary to initiate, create, establish, and maintain deed restrictions for the Subject Property consistent with the provisions of the Declaration of Restrictive Covenants and this Section 9 of the Agreement.

10. Naming of the Subject Property. For so long as Buyer owns the Subject Property, the name of the Subject Property shall continue to be "Clyde C. Hadden Park" or "Hadden Park," and Buyer shall refer to the Subject Property as "Clyde C. Hadden Park" or "Hadden Park" in its reports, records, publications, websites, other digital media, signage, as well as in printed, promotional, and informational materials.

11. Evidence of Title.

- (a) During the Due Diligence Period, Buyer shall arrange for a title commitment (hereinafter, the "Title Commitment") to be provided by Conway Land Title Company (hereinafter, the "Title Company") together with copies of all documents referred to therein, for an ALTA Owner's Policy, with respect to the Subject Property in the amount of the purchase price.
- (b) Buyer shall review the Title Commitment and the exhibits thereto and promptly provide a copy to Seller.
- (c) If Buyer has any objection to an item reflected in the Title Commitment and/or any items shown in the exhibits thereto, Buyer shall provide written notice to Seller no later than fifteen (15) calendar days prior to the Closing Date.
- (d) Upon receipt of such notice, Seller shall have ten (10) calendar days to address the objections.
- (e) If Seller is unable or unwilling to address the objections to Buyer's satisfaction within the 10-day period, Buyer's relief shall be to terminate this Agreement upon written notice to Seller, and neither party shall have any liability or further obligation to the other as a result of the objections and/or the termination of the Agreement.
- (f) On the Closing Date, the Title Company shall issue the title insurance policy in the amount of the purchase price to Buyer insuring at the time of filing of the Deed that there is vested

in Buyer fee simple title to the Subject Property, free and clear of all liens, encumbrances and title exceptions whatsoever, except for the permitted exceptions.

12. Instrument of Transfer. On or before the Closing Date, Seller shall deposit in escrow with the Title Company as Escrow Agent an executed copy of a quitclaim deed ("Deed") conveying to Buyer all of Seller's rights, title and interest in the Subject Property subject to the Declaration of Restrictive Covenants described in Section 8 and the Deed Restrictions described in Section 9 of this Agreement.

13. Closing.

- (a) Provided all of the terms, conditions, and Contingencies of this Agreement have been satisfied or waived as provided herein, the Closing shall take place no later than January 31, 2020 ("Closing Date").
- (b) This Agreement shall serve as escrow instructions subject to the Escrow Agent's usual conditions of acceptance provided such conditions are not contrary to the terms hereof. The Escrow Agent is hereby authorized to close this transaction in accordance with this Agreement.
- (c) On the Closing Date, the Escrow Agent shall cause title to the Subject Property to be updated by the Title Company and (i) the Title Company will issue the required evidence of title, (ii) the Escrow Agent has received any outstanding funds and documents required to be deposited hereunder and (iii) all of the terms, conditions, and Contingencies of this Agreement have been satisfied or waived as provided herein, then the Escrow Agent shall cause the Deed to be filed for record and the funds disbursed in accordance with this Agreement.
- (d) On the Closing Date, Escrow Agent shall charge Buyer as follows: (i) all of the costs of the title search, title examination, title commitment, and title insurance policy; (ii) all of the escrow fees and other charges from the Title Company; (iii) the cost of preparing and recording the Declaration of Restrictive Covenants and the Deed; (iv) the county conveyance/transfer taxes and fees, if any; (v) any other closing costs; and (vi) the proration of any real property taxes and annual installments of any special assessments through the period of time up to and including the Closing Date, if any. This proration shall be made by the Escrow Agent based upon information available at the time of Closing and shall be final between the parties.

14. Possession. Buyer shall have and assume possession of the Subject Property on the Closing Date.

15. Seller's Representations. Seller hereby represents as follows:

- (a) That all work and labor performed by Seller and all materials furnished with respect to the Subject Property have been paid in full, and there will be no mechanic's liens or the

possibility thereof in connection with any such work, labor and materials performed on or furnished to the Subject Property by the Seller;

- (b) That to the best of its actual knowledge, there are no outstanding notices or orders from any governmental authority with respect to the condition of the Subject Property or repair of the same, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders applicable thereto;
- (c) That there are no contracts or agreements between the Seller and any third parties affecting the ownership, use or operation of the Seller's real Subject Property described in this Agreement, except as set forth herein;
- (d) That the usage of any hazardous materials and/or substances on the Subject Property has been in compliance with all applicable laws;
- (e) That there has been no release of hazardous substances in or around the Subject Property;
- (f) That there are no pending enforcement, administrative actions or environmental claims against the Seller with regard to the Subject Property;
- (g) That Seller has not utilized the services of a real estate broker in this transaction; and
- (h) That Buyer is not responsible for any commission, finder's fee or such other charge in connection with this transaction.

16. Buyer's Representations. Buyer hereby represents as follows:

- (a) That Buyer has not utilized the services of a real estate broker in this transaction; and
- (b) That Seller is not responsible for any commission, finder's fee or such other charge in connection with this transaction.

17. First Right of Refusal. If, at any time in the future, Buyer is prepared to accept a bona fide offer from a party to purchase the Subject Property, Buyer shall give written notice to Seller of the terms of this purchase offer. Seller shall have a period of sixty (60) days from the date of receipt of the notice within which to elect to purchase the Subject Property on the same terms and conditions of the offer and shall give written notice of its election to Buyer. If Seller does not elect to purchase the Subject Property and Buyer completes the sale of the Subject Property, Buyer shall split the proceeds of the sale of the Subject Property as follows:

- (a) Buyer shall retain 100% of the proceeds of the sale of the Subject Property up to the amount of the Purchase Price paid to date; and then
- (b) Any amount of the proceeds of the sale of the Subject Property in excess of the Purchase Price paid to date shall be split evenly between the Seller and Buyer.

18. Authorization. Seller shall provide a certified copy of the Board of Education's resolution approving this Agreement and authorizing its execution, which shall be placed at Appendix "E." Buyer shall provide a certified copy of the Board of Trustees' resolution approving this Agreement and authorizing its execution, which shall be placed at Appendix "F."

19. Waiver. No failure of Seller to enforce any term or covenant of this Agreement shall be deemed a waiver.

20. Invalidity of a Particular Provision. If any term or provision of this Agreement or the application of this Agreement to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to parties or circumstances other than those which are held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. Entire Agreement. This Agreement contains the entire and only agreement between the parties regarding the purchase of the Subject Property, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Agreement shall not be modified in any way except by a writing executed by both parties.

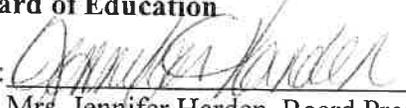
22. Survival. The representations, obligations, covenants and agreements contained in this Agreement shall survive the closing and the delivery and recording of the Deed.

23. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

24. Recitals. The recitals on page one of this Agreement are specifically incorporated into this Agreement as if fully rewritten herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**Seller: Riverside Local School District
Board of Education**

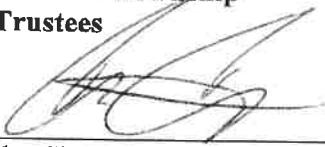
By: 
Mrs. Jennifer Harden, Board President

Date: 12/16/19

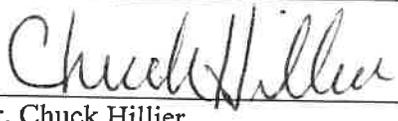
By: 
Mr. Gary Platko, Board Treasurer

Date: 12/16/19

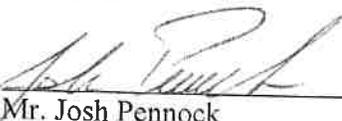
**Buyer: Painesville Township
Board of Trustees**

By: 
Mr. Gabe Cicconetti
Painesville Township Trustee

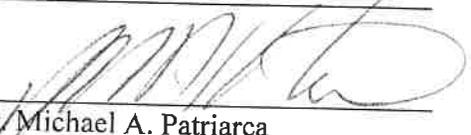
Date: 12-17-2019

By: 
Mr. Chuck Hillier
Painesville Township Trustee

Date: 12-17-19

By: 
Mr. Josh Pennock
Painesville Township Trustee

Date: 12-17-19

By: 
Mr. Michael A. Patriarca
Fiscal Officer of Painesville Township

Date: 12-17-19