

**CITY OF MAPLE HEIGHTS
COUNCIL MEETING AGENDA**

Maple Heights Senior Center

February 7, 2018

- | | | |
|-----|---|--|
| 1. | Caucus: | All members of Council |
| 2. | Call to Order: | Council President Ron Jackson |
| 3. | Invocation/Pledge of Allegiance: | Councilwoman Toni Jones |
| 4. | Roll Call: | Council Clerk Leonette Cicirella |
| 5. | Special Presentation: | Community Life and Education Committee |
| 6. | Addendum: | |
| 7. | Approval of Minutes: | July 5, 2017 (Regular Meeting of Council)
January 3, 17, 2018 (Regular Meetings of Council) |
| 8. | Communications: | |
| 9. | Council Committee Reports: | |
| 10. | Department Reports: | |
| 11. | Citizen's Comments: | 3-minute limitation |
| 12. | Legislation: | |

2017-125 AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2018 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell) Tabled

2018-06 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE OPTION AGREEMENT WITH WALLICK ASSET MANAGEMENT, LLC AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell)

2018-07 AN ORDINANCE WAIVING FOR THE TIME PERIOD JANUARY 2, 2018 THROUGH DECEMBER 31, 2018 THE ONE HUNDRED PERCENT (100%) ESCROW REQUIREMENT TO CORRECT VIOLATIONS RESULTING FROM POINT OF SALE INSPECTIONS PER CHAPTER 1494 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS TO OFFER AN INCENTIVE TO INDIVIDUALS WHO PURCHASE RESIDENTIAL PROPERTIES AND OCCUPY SUCH RESIDENTIAL PROPERTIES, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell)

2018-12 AN ORDINANCE AMENDING THE AUTHORIZED PAY SCHEDULE FOR NON-BARGAINING UNIT CITY EMPLOYEES, EFFECTIVE FEBRUARY 1, 2018, AND DECLARING AN EMERGENCY.

Reading 1 (Miller)

2018-13 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT ACCEPTING THE BALANCE OF THE 2018 NOPEC ENERGIZED COMMUNITY GRANT TO BE USED FOR THE LED MUNICIPAL LIGHTING PROGRAM, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2018-14 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTO MECHANICS LOCAL 1363-AFL-CIO FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2018-15 AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2018-16 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PROVISION OF DISPATCH SERVICES TO THE CITY EFFECTIVE JULY 1, 2018, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2018-17 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR MILAN/HARLAN DRIVE SANITARY SEWER REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

- 13. Expenditures over \$1,000.00**
- 14. Mayor's Report**
- 15. Council & Council President's Report**
- 16. Adjournment**

ORDINANCE NO. 2017-125

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2018 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

WHEREAS, R.C. 5705.36 requires that at the beginning of each fiscal year the Finance Director must certify to the County Fiscal Officer the total amount from all sources available for expenditures from each fund set up in the tax budget, including certain unencumbered balances that existed at the end of the preceding year; and

WHEREAS, the Finance Director has recommended to Council that she be authorized, pursuant to R.C. 5705.36, to certify and file with the Cuyahoga County Fiscal Officer an amended official 2018 Certificate of Estimated Resources, as set forth in the attached Exhibit A to reflect the 2018 Appropriations Budget.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Finance Director is hereby authorized, pursuant to R.C. 5705.36, to file with the Cuyahoga County Fiscal Officer an amended official 2018 Certificate of Estimated Resources, as set forth in the attached Exhibit A, which is 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 passage of this Ordinance were adopted in open meetings 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 including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason to insure the financial integrity of the City and present the amended 2018 Certificate of Estimated Resources to the County Fiscal Officer by December 31, 2017. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Ordinance No. 2017-125
Page Two

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-06

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE
OPTION AGREEMENT WITH WALICK ASSET MANAGEMENT LLC, AND
DECLARING AN EMERGENCY**

WHEREAS, Wallick Asset Management LLC (“Wallick”) has proposed to the Mayor that it intends to develop a 46- unit senior living facility in the City on real estate on Lee Road formerly known as the Petiti’s site; and

WHEREAS, Wallick needs an option period to study the feasibility of the development project and as part of the option desires to purchase the following six (6) separate but adjoining parcels of real property, improvements, appurtenances and the personal and intangible property connected thereto, located on Lee Road in Maple Heights, **Permanent Parcel Nos.: 781-06-004, 781-06-005, 781-06-006, 781-06-007, 781-06-008, and 781-06-009 (“Lee Road Parcels”)**; and

WHEREAS, the Lee Road Parcels are owned by the City through its Land Reutilization Program and the Mayor desires to sell the Lee Road Parcels after the option is fulfilled to Wallick pursuant to R.C. 5722.07 at a fair market value of \$30,000.00, which takes into account that the City is placing certain deed restrictions on the Lee Road Parcels, including use restrictions and building requirements;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Mayor is hereby authorized to enter into a Real Estate Option Contract with Wallick to develop a senior living facility on the Lee Road Parcels, which Real Estate Option Agreement is attached hereto as Exhibit A and incorporated as if fully rewritten herein.

Section 2. Pursuant to R.C. 5722.07 the fair market value of the Lee Road Parcels is \$30,000.00 and pursuant to R.C. 5722.08 all of the proceeds from the sale of the Lee Road Parcels shall be used to maintain the remaining parcels of real property held by the City in its Land Reutilization program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to immediately allow Wallick to begin

investigating the feasibility of developing the site, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

REAL ESTATE OPTION CONTRACT

THIS REAL ESTATE OPTION CONTRACT (this "Contract") is made as of _____, 2018 (the "Effective Date") by **WALLICK ASSET MANAGEMENT LLC**, an Ohio limited liability company (the "Purchaser") and **CITY OF MAPLE HEIGHTS, OHIO**, a municipality of the State of Ohio (the "Seller").

1. Grant of Option. Seller grants to Purchaser a sole and exclusive option (an "Option") to purchase the real property, improvements, appurtenances and the personal and intangible property connected thereto, located on Lee Road, Maple Heights, Cuyahoga County, Ohio, as described in Exhibit A (the "Property"), on the terms and conditions set forth in this Contract.

2. Option Period; Fee; Extension. The Option is granted for the period of time between the Effective Date and 11:59 p.m. on December 31, 2018 (the "Option Period"). Purchaser shall pay an option fee of Two Thousand Five Hundred Dollars (\$2,500.00) for this option period (the "Option Fee"). Purchaser shall have the option to extend the Option Period until 11:59 p.m. on June 30, 2019 provided that, before the expiration of the Option Period, Purchaser pays an additional option fee of One Thousand Five Hundred Dollars (\$1,500.00) (the "First Option Extension Fee"). Purchaser shall have an additional option to extend the Option Period until 11:59 p.m. on December 31, 2019 provided that, before the expiration of the current Option Period, Purchaser pays an additional option fee of One Thousand Dollars (\$1,000.00) with the Title Company (the "Second Option Extension Fee", and together with the First Option Extension Fee, the "Extension Fees").

3. Exercise of Option. At any time during the Option Period, Purchaser may exercise the Option by giving written notice to Seller of its election to exercise the Option. If the Option is exercised, subject to the terms and conditions of this Contract, Seller shall sell the Property to Purchaser on the terms set forth herein.

4. Option Fee. The Option Fee and any Extension Fees paid shall be held by Seller until Closing or the termination of this Contract. Seller may retain the Option Fee and any Extension Fees paid whether or not the Option is exercised, except as otherwise provided herein. If the Option is exercised and the transaction closed, the Option Fee and any Extension Fees paid shall be applied as a credit to Purchaser against the purchase price. The Option Fee any Extension Fees paid shall be returned to Purchaser only if, and under the specific circumstances as may be expressly provided for in this Contract.

5. Purchase Price; Payment. The purchase price for the Property is Thirty Thousand Dollars (\$30,000.00) plus the actual third party costs and expenses of the Seller incurred in connection with the sale of the Property in an amount not to exceed an additional \$7,500.00 (the "Purchase Price"). The purchase price, as adjusted by the credits and prorations described in this Contract, shall be payable in full at the Closing by wire transfer of immediately available funds.

6. Title; Survey. Upon receipt of the purchase price, Seller shall convey marketable record title to the Property by Limited Warranty Deed (the "Deed"). Purchaser shall accept such title subject to the "Permitted Exceptions" (as defined in this Section 6) and the Deed, or a separate deed restriction agreement, shall contain the Deed Restriction (as defined in this Section 6) applicable to the Property for a period of thirty (30) years after the date of the Closing. The term "Permitted Exceptions" is defined as and shall include current taxes and assessments not yet due and payable for the year in which the Closing occurs and those title matters to which Purchaser agrees to remain as an exception to the owner's policy of title insurance provided to the Purchaser on the date of Closing. The term "Deed Restriction" is defined as and the Deed transferring the Property shall include the following language "For a period of thirty (30) years after the recording of this Deed

with the Recorder's Office of Cuyahoga County, the improvements constructed on the Property shall be made available for rent by individuals or head of households that are over 55 years of age or other reasonable equivalent age restriction, subject to and extended as necessary for compliance with applicable fair housing rules, regulations and laws applicable to the Property. Notwithstanding the foregoing, the restrictions of this paragraph shall be automatically terminated, without the need for further action or agreement: (i) on the date that is thirty (30) years after the recording of this Deed with the Recorder's Office of Cuyahoga County; (ii) on the date that is the transfer of the title to the Property by foreclosure or by deed in lieu of foreclosure; or (iii) a termination of these restrictions provided by the City of Maple Heights, Ohio prior to the expiration of the thirty (30) year applicability period."

7. Closing. The closing of the sale and purchase of the Property (the "Closing") shall take place on a mutually agreed day, as a mail closing through the office of Mercantile Title Agency, Inc. (the "Title Company") within thirty (30) days after Purchaser exercises the Option subject to the satisfaction of all contingencies and conditions precedent set forth in this Contract. Unless otherwise mutually agreed by Purchaser and Seller, this transaction shall be closed in escrow by the Title Company under instructions prepared by Purchaser and reasonably acceptable to Seller to conform to this Contract. The cost of the escrow shall be a cost and expense of Purchaser.

At the Closing, Seller shall deliver the Deed and other agreements and affidavits as required by the Title Company and in compliance with applicable law. Purchaser shall (i) deliver the purchase price (as adjusted for credits and prorations) to the Title Company for disbursement at the direction of Seller, (ii) pay the fees for recording the Deed, and (iii) pay the costs of any title insurance policies. Both Purchaser and Seller shall execute a closing statement reconciling the purchase price with the various adjustments.

8. Taxes. The real estate taxes shall be apportioned between Purchaser and Seller at the closing in the following manner:

(a) Seller shall pay all ad valorem real estate taxes (the "Taxes") levied with respect to the Property which become a lien and are due and payable prior to the date of the Closing. The Taxes attributable to the year in which the Closing takes place are to be prorated from January 1 to the date of Closing. If the amount of such Taxes is not then ascertainable, credit and prorating shall be on the basis of the amount of the most recently ascertainable Taxes.

(b) Seller shall pay in full all special assessment installments becoming due and payable prior to the Closing. All other assessments, levies, installments and charges (the "Assessments") shall be Purchaser's responsibility, and shall be deemed to be excepted from any warranty of title given by Seller. Any Assessment becoming payable solely on account of Purchaser's actions or this transaction, including without limitation utility connection charges, shall be paid in full by Purchaser.

9. Possession. Possession of the Property shall be deemed to have passed to Purchaser at Closing.

10. Right of Inspection. It shall be Purchaser's option to investigate (or cause to be investigated) to Purchaser's sole and absolute satisfaction, and at Purchaser's expense, the state and condition of the Property and any other matters pertaining to it of interest to Purchaser, including, but not limited to, its zoning classification, topographic characteristics, tax classification, environmental condition, the availability of utilities, the contents of applicable restrictive covenants and building codes, its suitability for Purchaser's intended use, and whether satisfactory financing can be arranged.

(a) Access. During the term of the Option Period, Seller hereby grants to Purchaser and

its agents, consultants, inspectors and contractors (the “Inspection Team”), the continuing right and license to enter onto the Property to perform its inspections, testing, studies and investigations of any kind or nature, including, without limitation: (i) surveys; (ii) inspections of the environmental conditions at the Property, which may include, without limitation, Phase I and/or Phase II environmental site assessments; (iii) soil tests, soil borings, and engineering studies, which may include, without limitation, soil, sub-soil, and groundwater investigations, to identify areas of “wetlands soil” or other conditions likely to increase cost of developing the site; and (iv) identification or other assessments regarding utility access for, including, without limitation, electricity, gas, water, sanitary sewer, and storm drains (collectively, the “Inspections”), all in accordance with the terms and conditions of this Agreement. Performance of all Inspections is at purchaser’s sole risk and expense.

(b) Restoration of Property. Purchaser agrees to return the portion of the Property subjected to the Inspections by the Inspection Team to substantially the same condition existing prior to the Inspections by the Inspection Team of the Property.

(c) Insurance. Before entering upon the Property, Purchaser shall furnish to Seller evidence of general liability insurance coverage of not less than \$1,000,000.

(d) Indemnification. Purchaser will indemnify and hold Seller harmless from any claim or damages arising out of any personal injury or property damage caused by or occurring by the Inspection Team at the Property, as long as Purchaser receives written notice of any such claim within 30 days of such Inspection; provided that in no event shall Purchaser be required to indemnify and hold Seller harmless from any claim and/or damages resulting from: (i) the negligence or willful misconduct of Seller, its agents or employees; or (ii) the Inspection Team’s mere discovery of an existing condition or latent defect at the Property. Seller waives any right to collect consequential or punitive damages under this Contract. Purchaser has no liability to Seller for reduction in value to the Property that results from the discovery of matters or circumstances through the Inspections by the Inspection Team that existed on the Property prior to the Inspections or after the Inspections that was not caused by the Inspections or the Inspection Team. The indemnification obligation of Purchaser in this Contract shall survive termination of this Contract for 90 days from the termination of this Contract.

11. Reliance. Neither Seller nor any person authorized by Seller has made any statement on which Purchaser may rely about the Property that is not set forth in this Contract.

12. Confidentiality. All knowledge, information, or data that is obtained by, or disclosed to, Purchaser under this Contract shall be held in strictest confidence by Purchaser and shall not be disclosed to any third party unless and until the Closing occurs or Purchaser is required to disclose such knowledge, information, or data by law.

13. Performance. Time is of the essence of this Contract. In the event of default by Purchaser, Seller may, at its option, terminate this Contract and retain the Option Fee as a penalty, but not as liquidated damages, and pursue whatever other remedies it may have against Purchaser. In the event of default by Seller, Purchaser’s remedies shall be limited to either: (i) terminating the Contract, in which event Seller shall return to Purchaser the Option Fee; or (ii) seeking specific performance of this Contract.

14. Successors and Assigns. This Contract shall bind Purchaser and Seller and anyone succeeding to their interests in this Contract. Purchaser may assign this Contract without Seller’s prior written permission and upon notice to Seller. Notwithstanding the foregoing, Seller may not assign its interest in this Contract without the prior written consent of Purchaser.

15. Amendment. This Contract represents Purchaser's and Seller's entire agreement. It supersedes all prior statements, negotiations and agreements, whether written or oral. This Contract may not be amended, altered or modified except by a written instrument executed by Purchaser and Seller.

16. Notices. During the term of this Contract, or until written notice of a change in address is delivered to the other party, all notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier (such as Federal Express), or by email transmission with a copy to follow by certified mail, return receipt requested, postage paid or by overnight courier, addressed as follows:

Seller:	The City Of Maple Heights 5353 Lee Road Maple Heights, Ohio 44137 Attn: Frank Consolo, Law Director Email: fconsolo@mapleheightsohio.com
Purchaser:	Wallick Asset Management LLC 160 West Main Street, Suite 200 New Albany, Ohio 43054 Attn: Timothy A. Swiney, Senior Vice President Email: tswiney@wallick.com
with a copy to:	Dinsmore & Shohl, LLP 191 West Nationwide Blvd., Suite 300 Columbus, Ohio 43215 Attn: Jodi Diewald Dyer, Esq.

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

17. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

18. Third Parties. There are no third-party beneficiaries to this Contract.

19. Recording. This Option may be recorded at the request of Purchaser or Seller and at the costs and expense of Purchaser.

20. Severability. The invalidity or unenforceability of any provision of this Contract shall, at the option of Seller or Purchaser, invalidate the entire Contract, upon which Seller shall promptly return the Option Fee to Purchaser. Otherwise, the remainder of this Contract shall remain in full force and effect.

21. Attorney's Fees. If litigation arises out of or in connection with this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs. The "prevailing party" is the party that obtains substantially the result sought, whether by settlement, dismissal or judgment, and if such

dismissal occurs other than by settlement, it is the non-dismissing party. Notwithstanding the foregoing, if the judgment obtained awards only nominal damages, then neither party is the prevailing party.

22. Execution. The submission of this Contract for examination does not constitute an offer to sell and this Contract shall become effective only upon execution and delivery hereof by Purchaser and Seller.

23. Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. This Contract and the signatures to this Agreement may be transmitted by facsimile or electronic transmission (via scan). Facsimiles or electronic transmissions (via scan) of signatures shall be deemed to constitute original signatures and facsimiles or electronic transmissions (via scan) of this Contract and shall be deemed to constitute a single, enforceable instrument.

[Signatures on the Next Page.]

REAL ESTATE OPTION CONTRACT

IN WITNESS WHEREOF, the undersigned has executed this Real Estate Option Contract as of the day and year above first written.

PURCHASER:

WALLICK ASSET MANAGEMENT LLC,
an Ohio limited liability company

By: _____
Timothy A. Swiney, Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this _____, 2018, by Timothy A. Swiney, the Senior Vice President of Wallick Asset Management LLC, an Ohio limited liability company, on behalf of said limited liability company.

Notary Public

REAL ESTATE OPTION CONTRACT

IN WITNESS WHEREOF, the undersigned has executed this Real Estate Option Contract as of the day and year above first written.

SELLER:

THE CITY OF MAPLE HEIGHTS,
a municipality of the State of Ohio

By: _____
Name: Annette M. Blackwell
Title: Mayor

Approved as to form:

By: _____
Name: Frank Consolo
Title: Law Director

STATE OF OHIO,
COUNTY OF CUYAHOGA, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this _____, 2018, by _____, the _____ of **City of Maple Heights, Ohio**, a municipality of the State of Ohio, on behalf of said municipality of the State of Ohio.

Notary Public

REAL ESTATE OPTION CONTRACT

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

The following six (6) separate but adjoining parcels located on Lee Road in Maple Heights, Cuyahoga County, Ohio, 44137:

Tax Parcel Numbers: 781-06-004, 781-06-005, 781-06-006, 781-06-007, 781-06-008, and 781-06-009

Legal Descriptions are Attached.

ORDINANCE NO.: 2018-07

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE WAIVING FOR THE TIME PERIOD JANUARY 2, 2018 THROUGH DECEMBER 31, 2018 THE ONE HUNDRED PERCENT (100%) ESCROW REQUIREMENT TO CORRECT VIOLATIONS RESULTING FROM POINT OF SALE INSPECTIONS PER CHAPTER 1494 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS TO OFFER AN INCENTIVE TO INDIVIDUALS WHO PURCHASE RESIDENTIAL PROPERTIES AND OCCUPY SUCH RESIDENTIAL PROPERTIES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Maple Heights desires to continue an Owner Occupied Homeowner Incentive Program for the period January 2, 2018 through December 31, 2018, which was initially established pursuant to Ordinance No. 2017-08, to promote and encourage individuals to purchase and renovate residential properties by waiving 100% of the escrow requirement to correct violations resulting from the point of sale inspection per Chapter 1494, so long as the purchaser actually occupies such residential property.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. For the time period January 2, 2018 through December 31, 2018 the Mayor is hereby authorized to waive the 100% escrow requirement to correct violations resulting from point of sale inspections per Chapter 1494 of the Codified Ordinances for individuals who purchase and renovate residential properties, so long as the purchaser actually occupies such residential property.

Section 2. Participants in this Program will be required to sign an affidavit attesting to the fact that the Purchaser will reside in the property as their primary residence for two (2) years commencing upon the issuance of an Occupancy Permit by the Chief Building Official.

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, on the date indicated below, and that all deliberations of 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 including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance constitutes an emergency measure necessary for the general welfare of the residents, and to encourage owner occupied home ownership in the City and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

Ordinance No. 2018-07
Page Two

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST:

Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO. 2018-12

INTRODUCED BY: Councilwoman Ebony Miller

MOTION FOR ADOPTION BY:

**AN ORDINANCE AMENDING THE AUTHORIZED PAY SCHEDULE FOR
NON-BARGAINING UNIT CITY EMPLOYEES, EFFECTIVE FEBRUARY 1,
2018, AND DECLARING AN EMERGENCY.**

WHEREAS, Council's Finance Committee has recommended that pursuant to Article IV of the City Charter and Cod. Ord. Sec. 260.29, the authorized Pay Schedule for non-bargaining unit employees, established by Ordinance No. 2011-101, passed December 12, 2011, be amended, effective February 1, 2018;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maple Heights, County of Cuyahoga, and State of Ohio, that:

Section 1. Effective February 1, 2018, Council amends and authorizes the following Pay Schedule for all non-bargaining unit employees:

Building Commissioner	\$79,000 to \$89,000
Building Inspector	\$29,000 to \$40,000
Building Inspector (Certified)	\$45,000 to \$60,000
Chief (Fire)	\$89,000 to \$110,000
Chief (Police)	\$89,000 to \$110,000
Council Clerk	\$29,000 to \$45,000
Director (Economic Development)	\$50,000 to \$80,000
Director (Finance)	\$70,000 to \$90,000
Director (Finance, Assistant)	\$50,000 to \$70,000
Director (Human Resources)	\$50,000 to \$80,000
Director (Human Services)	\$50,000 to \$80,000
Director (Law)	\$89,000 to \$110,000
Director (Law, Assistant)	\$35,000 to \$50,000
Director (Service)	\$65,000 to \$85,000
Administration Assistant	\$30,000 to \$60,000
Executive Assistant	\$40,000 to \$60,000
Animal Warden	\$12 to \$20 per hr.
Code Enforcement Officer	\$30,000 to \$55,000
Maintenance Worker	\$14 to \$22 per hr.

Janitor	\$10 to \$13 per hr.
Mayor's Court Administrator	\$35,000 to \$50,000
Auxiliary Police Officer:	
Officer	\$8.50 to \$9.50 per hr.
Corporal	\$10 to \$11 per hr.
Sergeant	\$10.25 to \$11.50 per hr.
Lieutenant	\$10.50 to \$12 per hr.
Captain	\$11.50 to \$12.50 per hr.
Jail Administrator	\$35,000 to \$50,000
Recreation Programs Coordinator	\$11 to \$13 per hr.
School Guard	\$9 to \$10 per hr.
Van Driver	\$11 to \$13 per hour
Human Services Worker	\$30,000 to \$50,000
Food Service Coordinator	\$8.50 to \$10 per hr.
Tax Administrator	\$50,000 to \$60,000
Payroll Coordinator	\$30,000 to \$45,000
Foreman	\$50,000 to \$70,000
Mechanic	\$12 to \$20 per hour
Paralegal	\$30,000 to \$60,000

Section 2. Ordinance No. 2011-101 is hereby repealed.

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 on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance constitutes an emergency measure necessary for the public safety, health and welfare and for the further reason that the Pay Schedule is to be effective February 1, 2018 and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga and State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO. 2018-13

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT ACCEPTING THE BALANCE OF THE 2018 NOPEC ENERGIZED COMMUNITY GRANT TO BE USED FOR THE LED MUNICIPAL LIGHTING PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Public Energy Council ("NOPEC") has established a community grant program for participating NOPEC communities in 2018 called the NOPEC Energized Community ("NEC") Grant Program; and

WHEREAS, the City of Maple Heights is a NOPEC member and has received a 2018 NEC Grant award for \$68,356.00 to be used for municipal energy efficiency and energy infrastructure projects; and

WHEREAS, on November 15, 2017, Council passed Ordinance No. 2017-117 accepting an advance on the 2018 NEC Grant in the amount of \$42,092.25 to assist the City with funding to replace the failed boiler system which provides heat to the City Hall; and

WHEREAS, the City now desires to accept the balance of the 2018 NEC Grant in the amount of \$26,263.75 and enter into a Grant Agreement with NOPEC in the form attached hereto and incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is authorized to enter into the attached Grant Agreement with NOPEC to accept the balance of the 2018 NEC Grant in the amount of \$26,263.75 to be used for a LED Municipal Lighting Program on public buildings in the City as determined by the Mayor, Engineer and Service Director. The Mayor and Engineer are further authorized to take all actions necessary to fully utilize the \$26,263.75 in NEC Grant money to implement the LED Lighting Program, including advertising and seeking bids from contractors and suppliers, as deemed necessary.

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 on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that this grant agreement must be timely filed, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Approved as to legal form:

Annette M. Blackwell, Mayor

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-14

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTO MECHANICS LOCAL 1363-AFL-CIO FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY.

WHEREAS, the Service Director and Law Director have negotiated terms for a collective bargaining agreement for the time period January 1, 2018 through December 31, 2020 with representatives of the International Association of Machinists and Aerospace Workers, Auto Mechanics Local 1363-AFL-CIO for a bargaining unit consisting of full-time mechanics and park technicians employed by the City, which terms have been reviewed by Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Mayor is authorized to execute a collective bargaining agreement between the City of Maple Heights and the International Association of Machinists and Aerospace Workers, Auto Mechanics Local 1363-AFL-CIO in the form on file with the Law Department, setting forth wages, hours, and other terms and conditions of employment for full-time mechanics and park technicians to be effective as of January 1, 2018, except for any specific terms in the agreement which may have a different effective date, and to remain in effect through December 31, 2020. During the pendency or after the passage of this Resolution, the Law Director is authorized to correct any typographical, ministerial or *de minimus* items in the collective bargaining agreement that do not materially alter its intended results.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that authorization of employment terms and conditions is immediately necessary so as not to interfere with the day to day operations of the City, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO. 2018-15

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND DECLARING AN EMERGENCY.

WHEREAS, the Finance Director has prepared a budget for the appropriation of monies for current expenses and other expenditures of the City of Maple Heights for the fiscal year ending December 31, 2018 ("2018 Appropriations Budget"), which is on file in the office of the Finance Director and attached hereto as Exhibit A and incorporated as if fully rewritten herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maple Heights, County of Cuyahoga, and State of Ohio, that:

Section 1. Council hereby approves and adopts the 2018 Appropriations Budget, which is on file in the office of the Finance Director and attached hereto as Exhibit A and incorporated as if fully rewritten herein, to provide for the current expenses and other expenditures of the City of Maple Heights during the fiscal year ending December 31, 2018.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings 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 including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason that the 2018 Appropriations Budget must be immediately adopted to insure the financial integrity of the City and presented to the Fiscal Commission by March 22, 2018. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Ordinance No. 2018-15
Page Two

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO. 2018-16

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PROVISION OF DISPATCH SERVICES TO THE CITY EFFECTIVE JULY 1, 2018, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor, with the advice and consultation of the Police and Fire Departments, is recommending that the City accept the offer of the Chagrin Valley Dispatch Council (CVD) and join with the other 16 municipalities in the CVD for the regional provision of dispatch services to the City, effective July 1, 2018, as set forth in the attached New Member Participation Agreement, which Agreement is attached as Exhibit A, and incorporated as if fully rewritten herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is authorized to enter into the New Member Participation Agreement with the Chagrin Valley Dispatch Council, which agreement is attached hereto as Exhibit A 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 Resolution were adopted in an open meeting on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that CVD needs to plan for the participation of the City well in advance of the July 1, 2018 projected start date, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-17

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR MILAN/HARLAN DRIVE SANITARY SEWER REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer has recommended that the City enter into the Member Community Infrastructure Grant Program Agreement for Milan/Harlan Drive Sanitary Sewer Replacement Project, which Agreement is on file with the Law Department and incorporated as if fully rewritten herein;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, and State of Ohio that:

Section 1. The Mayor is hereby authorized to enter into the Member Community Infrastructure Grant Program Agreement for Milan/Harlan Drive Sanitary Sewer Replacement Project, which Agreement is on file with the Law Department 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 Resolution were adopted in an open meeting on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to allow for the project to begin in a timely manner, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____
Leonette F. Cicirella, Clerk of Council

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT

WITH THE CITY OF MAPLE HEIGHTS

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this ____ day of _____, 2018 by and between the City of Maple Heights, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

WHEREAS, on the 10th day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; and

WHEREAS, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective July 1, 2018, with its dispatch services to be provided by the CVD's Regional Communication Center at University Hospital's Bedford Medical Center location (hereinafter "RCC").

WHEREAS, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective July 1, 2018, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by City to the CVD shall be as follows:
 - a. 2018 One-Time Facilities and Equipment
Component of Capital Charge Share: \$353,178.00
 - Total One-Time Capital Charge Share: \$353,178.00

- i. 2018 One-Time Facilities and Equipment
Component of Capital Charge Share to be paid
in five (5) installments as follows:

July 1, 2018	\$70,635.60
July 1, 2019	\$70,635.60
July 1, 2020	\$70,635.60
July 1, 2021	\$70,635.60
July 1, 2022	\$70,635.60

(No interest is being charged to the City due to current low interest rates; however, this does not set a precedent for any future members.)

Notwithstanding anything to the contrary in Article XIII of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A," City specifically agrees not to withdraw as a Member of the CVD and to remain as a Member of the CVD until it has completely paid said 2018 One-Time Facilities and Equipment Component of Capital Charge Share due hereunder.

- b. 2018 Operating Cost Share (\$305,210.00 prorated amount due for 7-1-2018 through 12-31-18)

\$610,420.00
- c. In addition, continuing Monthly Dues payable by City shall be determined and shall be assessed City as set forth in Paragraph VII A. of said Restated and Amended Agreement for all years of City's such membership thereafter.
- d. One month's working capital advance equal to one month's dues of is payable upon the upon the effective date of this Agreement, with such advance to be returned to Member as applied to its last monthly payment due the CVD should Member withdraw from the CVD.

\$ 50,868.33

- 3. The City hereby accepts the terms by its authorization and execution of this New Member Participation Agreement.
- 4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein

shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.

5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Maple Heights City Council and by the Chagrin Valley Dispatch Council.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY OF MAPLE HEIGHTS:

Annette M. Blackwell, Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Susan Renda, President

Approved as to form only:

Approved as to form only:

Frank Consolo, Law Director
City of Maple Heights

David J. Matty, Director of Law
Chagrin Valley Dispatch Council

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF MAPLE HEIGHTS

FOR

MILAN/HARLAN DRIVE SANITARY REPLACEMENT PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2018 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 314-17, adopted by the District's Board of Trustees on November 2, 2017 (Exhibit "A"), and the City of Maple Heights ("Member Community"), a City of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 201_ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Milan/Harlan Drive Sanitary Replacement project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of reducing inflow and infiltration into the sanitary sewer and reducing the potential of sewage in basements and sanitary release into the environment (7 homes), as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D and the Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.
- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings. The District Representative shall receive progress meeting minutes from the Member Community within five (5) business days of the meeting for review and comment, as may be necessary.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall notify the District Representative of the awarded bid amount within seven (7) calendar days of the award.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of

the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed One Hundred Fifty-Three Thousand Five Hundred Forty-Four and 65/100 Dollars (\$153,544.65) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2018 is \$153,544.65. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watersheds. The District shall withhold five percent (5%) or \$7,677.23 of the District Funds until the District receives final record drawings for the MCIP Project and the letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, Differing Site Conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2018 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 27, 2018 for work completed January 1, 2018– March 31, 2018;
- Second Request: Due July 31, 2018 for work completed April 1, 2018- June 30, 2018;
- Third Request: Due October 31, 2018 for work completed July 1, 2018 – September 30, 2018;
- Fourth Request: Due January 31, 2019 for work completed October 1, 2018 – December 31, 2018;
- Fifth Request: Due April 30, 2019 for work completed January 1, 2019 – March 31, 2019;
- Sixth Request: Due July 31, 2019 for work completed April 1, 2019- June 30, 2019;
- Seventh Request: Due October 31, 2019 for work completed July 1, 2019 – September 30, 2019; and
- Eighth Request: Due January 31, 2020 for work completed October 1, 2019 – December 31, 2019.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District and available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right To Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

- 9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

- 10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

- 11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Watershed Funding Administrator	City Engineer

Article 12. Release of Liability.

- 12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution

Exhibit "B" – Member Community's Authorizing Ordinance

Exhibit "C" – Request for MCIP Proposals

Exhibit "D" – Member Community's MCIP Application

Exhibit "E" - Member Community's Certification of Funds

Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF MAPLE HEIGHTS

By: _____

The legal form and correctness
of this instrument is approved.

By: _____
ERIC LUCKAGE
District's Chief Legal Officer

Date: _____, 2018

This Instrument Prepared By:
Rebecca Schaltenbrand
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF MAPLE HEIGHTS

FOR

2018 MEMBER COMMUNITY INFRASTRUCTURE
PROGRAM PROJECT:

MILAN/HARLAN DRIVE SANITARY
REPLACEMENT

Total Approximate Cost: \$153,544.65

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

City of Maple Heights
2018 Certificate of Estimated Resources

Fund Type	Jan. 1, 2018 Unencumbered Balance	General Property Tax	Local Government	Other Sources	Total Estimated 2018 Receipts
Operating Funds:					
101 - General	(\$873,768.71)	\$2,443,110.41	\$737,998.30	\$9,226,948.29	\$12,408,057.00
Special Revenue:					
201 - Computer Fee	109,136.79	0.00	0.00	10,000.00	10,000.00
211 - City Income Tax	0.00	0.00	0.00	0.00	0.00
212 - S/A Street Lighting	1,249.73	232,676.84	0.00	276,223.16	508,900.00
215 - Police Pension	24,033.56	69,802.69	0.00	4,787.31	74,590.00
216 - Fire Pension	5,789.97	69,802.69	0.00	4,787.31	74,590.00
218 - Cable TV	0.00	0.00	0.00	0.00	0.00
219 - Water Use Charge	899,843.51	0.00	0.00	710,000.00	710,000.00
221 - Cops Equipment Grant	0.00	0.00	0.00	0.00	0.00
224 - Inmate Commissary	30,027.05	0.00	0.00	0.00	0.00
230 - Police Services Levy	0.01	465,354.58	0.00	30,203.42	495,558.00
235 - Fire Services Levy	4,100.53	465,354.58	0.00	32,843.42	498,198.00
240 - Senior Program	39,416.12	302,480.43	0.00	158,515.57	460,996.00
251 - Solid Waste Collection	558,171.71	0.00	0.00	1,839,900.00	1,839,900.00
252 - Ambulance Billing Service	42.49	0.00	0.00	710,800.00	710,800.00
253 - FEMA Fire Grant	0.96	0.00	0.00	0.00	0.00
254 - Recreation Donation	1,157.50	0.00	0.00	0.00	0.00
255 - Small Business Grant	0.00	0.00	0.00	200,000.00	200,000.00
256 - EMS Grant	1,874.30	0.00	0.00	0.00	0.00
270 - SCM&R	1,034,883.74	0.00	0.00	846,000.00	846,000.00
271 - State Highway	112,322.94	0.00	0.00	73,211.12	73,211.12
272 - Municipal Motor Vehicle License	19,822.50	0.00	0.00	0.00	0.00
274 - Drug Law Enforcement	120,266.60	0.00	0.00	10,608.00	10,608.00
280 - Economic Development Fund	14,050.00	0.00	0.00	0.00	0.00
289 - Housing Foreclosure	302,241.58	0.00	0.00	66,988.33	66,988.33
290 - Housing Revitalization	2,638.47	0.00	0.00	0.00	0.00
295 - SAFER Grant	0.96	0.00	0.00	485,211.74	485,211.74
Special Revenue	3,281,071.02	1,605,471.81	0.00	5,460,079.38	7,065,551.19
Debt Service:					
390 - Bond Retirement	0.19	604,960.86	0.00	594,039.14	1,199,000.00
Debt Service	0.19	604,960.86	0.00	594,039.14	1,199,000.00
Capital Projects:					
410 - Capital Improvement	78.75	0.00	0.00	0.00	0.00
423 - Fire Truck	0.00	0.00	0.00	80,000.00	0.00
471 - Street Improvement	31,962.80	0.00	0.00	0.00	0.00
480 - Home Exterior Maintenance	0.55	0.00	0.00	0.00	0.00
Capital Projects	32,042.10	0.00	0.00	80,000.00	0.00
Total Operating Funds	2,439,344.60	4,653,543.08	737,998.30	15,361,066.81	20,672,608.19
Enterprise:					
560 - Recreation Banners	2,150.85	0.00	0.00	0.00	0.00
Enterprise	2,150.85	0.00	0.00	0.00	0.00
Agency Funds:					
701 - D.A.R.E. Program	7,419.27	0.00	0.00	525.00	525.00
702 - Office on Aging Donations	0.00	0.00	0.00	0.00	0.00
729 - Health Care	0.00	0.00	0.00	0.00	0.00
730 - Mayors Court	82,939.43	0.00	0.00	200,000.00	200,000.00
731 - Street Opening	0.00	0.00	0.00	0.00	0.00
732 - Tree Deposits	0.00	0.00	0.00	0.00	0.00
734 - Arch.-Engineer Plan	4,366.77	0.00	0.00	0.00	0.00
736 - Trust and Agency	513,663.28	0.00	0.00	0.00	0.00
737 - Nutrition Agency	0.00	0.00	0.00	0.00	0.00
741 - Enterprise Park	590.44	0.00	0.00	0.00	0.00
743 - 3% OBBS Fees	6,693.94	0.00	0.00	4,000.00	4,000.00
Agency Funds	615,673.13	0.00	0.00	204,525.00	204,525.00
Total Nonoperating Funds	617,823.98	0.00	0.00	204,525.00	204,525.00
Total All Funds	\$3,057,168.58	\$4,653,543.08	\$737,998.30	\$15,565,591.81	\$20,877,133.19

Form Prescribed by the Bureau of Inspection and Supervision of Public Offices.
County Auditor's Form No. 32A

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Based on 90.28% current collection of current levy for previous tax year

City

Revised Code 5705.36

Office of the Budget Commission, Cuyahoga County, Ohio.

Cleveland, Ohio



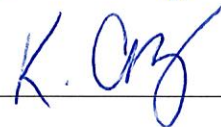

December 12, 2017

To the Council of the City of:

Maple Heights

The following is the amended official certificate of estimated resources for the fiscal year beginning **January 1st, 2018**, as revised by the Budget Commission of said County, which shall govern the total of appropriations made at any time during such fiscal year:

Funds	Unencumbered Balance	General Property Tax	Local Government	Other Sources	Total
100 General Fund	(\$1,287,064.00)	\$2,443,110.41	\$737,998.30	\$9,287,580.00	\$11,181,624.71
201 Computer Fee	\$120,374.00			\$10,000.00	\$130,374.00
212 Street Lighting	\$35,297.00	\$232,676.84		\$294,000.00	\$561,973.84
215 Police Pension Fund	\$28,248.00	\$69,802.69		\$10,000.00	\$108,050.69
216 Fireman's Pension Fund	\$35,455.00	\$69,802.69		\$10,000.00	\$115,257.69
219 Sewer Maintenance	\$1,247,894.00			\$1,205,000.00	\$2,452,894.00
224 Inmate Commissary	\$30,027.05			\$0.00	\$30,027.05
230 Police Levy	\$15,601.00	\$465,354.58		\$68,000.00	\$548,955.58
235 Fire Levy	\$33,532.00	\$465,354.58		\$68,000.00	\$566,886.58
240 Senior Center	\$70,560.00	\$302,480.43		\$151,400.00	\$524,440.43
251 Solid Waste Disposal	\$334,620.00			\$1,600,000.00	\$1,934,620.00
252 Ambulance Billing	\$110,896.00			\$715,000.00	\$825,896.00
253 FEMA Fire Grant	\$0.00			\$0.00	\$0.00
254 Recreation Donation	\$1,158.00			\$0.00	\$1,158.00
270 SCMR	\$905,773.00			\$820,000.00	\$1,725,773.00
271 State Highway	\$115,014.00			\$72,000.00	\$187,014.00
272 Muni Motor Veh	\$19,822.50			\$0.00	\$19,822.50
274 Drug Law Enf	\$114,059.00			\$5,000.00	\$119,059.00
280 Job Creation/Econ Dev	\$0.00			\$25,000.00	\$25,000.00
289 Housing Foreclosure	\$252,250.00			\$50,000.00	\$302,250.00
290 Housing Revitalization	\$2,638.00			\$0.00	\$2,638.00
295 Safer Grant	\$558.00			\$0.00	\$558.00
390 Bond Retirement Fund	\$14,900.00	\$604,960.86		\$458,331.00	\$1,078,191.86
Subtotal:	\$2,201,612.55	\$4,653,543.08	\$737,998.30	\$14,849,311.00	\$22,442,464.93

	Budget	
	Commission	

Funds	Unencumbered Balance	General Property Tax	Local Government	Other Sources	Totals
410 Capital Improvement	\$2,295.00			\$0.00	\$2,295.00
471 Street Improvement	\$31,962.80			\$0.00	\$31,962.80
480 Home Exterior Maint	\$0.55			\$0.00	\$0.55
560 Recreation Banners	\$2,150.85			\$0.00	\$2,150.85
701 Dare Fund	\$7,319.00			\$800.00	\$8,119.00
730 Mayor's Court	\$158,312.00			\$400,000.00	\$558,312.00
734 Arch-Eng Plan	\$4,366.77			\$0.00	\$4,366.77
736 Trust and Agency Fund	\$521,988.00			\$25,000.00	\$546,988.00
741 Enterprise Park Trust	\$590.44			\$0.00	\$590.44
743 3% OBBS Fees	\$7,341.30			\$3,500.00	\$10,841.30
Page 2 Subtotal:	\$736,326.71	\$0.00	\$0.00	\$429,300.00	\$1,165,626.71
Total (Pages 1 and 2)	\$2,937,939.26	\$4,653,543.08	\$737,998.30	\$15,278,611.00	\$23,608,091.64

TRANSFERS:

Transfer from:

Transfer to:

Amount:

\$0.00

\$0.00

\$0.00

TOTAL TRANSFER(S):

\$0.00



NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and _____, _____ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required 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 caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **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.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. 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.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

_____, Ohio

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE
PROJECT(S)



NOPEC Energized Community Grant Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which will provide grants to existing NOPEC member electric and gas communities. This new program will begin on January 1, 2018, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

Cash grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. NOPEC convened a grant committee that reviewed these criteria prior to board approval. The Special Projects Manager (SPM) will have oversight and day-to-day management responsibility for the program.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1 will be paid cash grants at the rate of \$6 per enrolled account for gas and \$8 per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program only will be paid cash grants at the rate of \$5 per enrolled account. Existing NOPEC member communities enrolled in the electric program only will be paid cash grants at the rate of \$7 per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of metered accounts of the previous calendar year. If an existing community was not enrolled for both quarters of the previous year, an average of the metered accounts of months enrolled will be applied.

Member counties and regional council of governments will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County and regional council of governments' members will receive \$1.50 for gas and \$2 for electric, per enrolled account per year, in communities enrolled for both programs, and \$.50 for gas or \$1.00 for electric, in communities enrolled for a single aggregation program.

Member communities and counties will be notified by letter in December of the grant amount available for its use. Each community must enter into a grant agreement with NOPEC, Inc., as a requirement before submitting a project application. Prior to executing the grant agreement, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to

sign program documents on behalf of the community. All grant documents, including the application form, will be completed and submitted online.

Processing: Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed monthly. New applications include any received by the first of the month. Appropriate supporting documents (e.g., project quotes) should be attached. All applications must be submitted electronically.

Staff will review each application to determine if it meets the criteria and formally approve each project funded. Communities may begin the project during the review process but it does not guarantee funding approval. Projects that are determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible projects include those that reduce electric and/or gas consumption through facility improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lighting is also eligible. Grants may also be used to cover set-up costs for establishing an Energy Special Improvement District. Other eligible project examples include natural gas filling stations or electric vehicle or other charging stations.

Multi-jurisdictional projects are eligible. Each community must apply for its own grant funds in a multi-jurisdictional project. Non-NOPEC members may be part of a multi-jurisdictional project but will not be eligible for any grant funds from NOPEC.

If a community completed a project that meets the eligibility requirements within the previous calendar year it may submit that project for the grant. Communities may also choose to escrow the grant award (or a portion of it) for a future year, but the escrow period is not to exceed an additional two years from the original grant year.

If a member community conducts an energy audit for the proposed project, the community may obtain the audit service through NOPEC's Energy Advisor audit program. Audit costs may be defrayed with grant funds, whether obtained through NOPEC's program or contracted with a third party. The audit must be performed by a credentialed professional.

Once the application is reviewed and approved, the community will receive written confirmation. NOPEC will attach each approved project as an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community.

This is not a reimbursement grant, i.e. communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities must provide the completed Disbursement Request Form with appropriate supporting documents (invoices, AIA forms) to request a grant disbursement. The SPM will review all disbursement requests and submit them for processing after they are approved by the Executive Director or another authorized person.

Any grant dollars not applied for or escrowed by the community by December 1 of the current grant year will be returned to the grant pool. The initial grant term will be for calendar year 2018. Communities may apply for a future project to ensure an award and escrow of funds. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

SPM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program shall be final, conclusive and binding on all grant recipients.

MAPLE HEIGHTS COUNCIL MEETING
Maple Heights Senior Center
15901 Libby Road, Maple Heights, OH 44137

FEBRUARY 7, 2018

7:00 p.m.

ADDENDUM FOR
REGULAR COUNCIL MEETING
OF FEBRUARY 7, 2018

LEGISLATION:

RESOLUTION NO. 2018-18

A RESOLUTION DECLARING THE OPERATION OF SPOTLIGHT RESTAURANT AND LOUNGE AND 1723 ENTERTAINMENT, INC., LOCATED AT 5154 WARRENSVILLE CENTER ROAD, TO BE A NUISANCE AND AUTHORIZING ABATEMENT OF THE NUISANCE PURSUANT TO CHAPTER 680 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

RESOLUTION NO. 2018-18

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION DECLARING THE OPERATION OF SPOTLIGHT RESTAURANT AND LOUNGE AND 1723 ENTERTAINMENT, INC., LOCATED AT 5154 WARRENSVILLE CENTER ROAD, TO BE A NUISANCE AND AUTHORIZING ABATEMENT OF THE NUISANCE PURSUANT TO CHAPTER 680 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 680 of the City's Codified Ordinances, "Nuisance" means an unreasonable interference with a right common to the general public, including conduct that significantly interferes with public health, safety, peace, comfort, or convenience; conduct that is contrary to a statute, ordinance, or regulation; or conduct that is of a continuing nature or has produced a permanent or long-lasting effect, and has a significant effect upon the public right, of which the actor is aware or should be aware; and

WHEREAS, Spotlight Restaurant and Lounge, LLC (Spotlight) and 1723 Entertainment, Inc. jointly operate at the premises located at 5154 Warrensville Center Road, Maple Heights, and the owner of the liquor permit for the premises is Spotlight Restaurant and Lounge LLC through its sole member, Dallas Owens (Owens), whose address is 19919 Libby Road, Maple Heights; and

WHEREAS, Spotlight was organized as a limited liability company on September 26, 2016 with the Ohio Secretary of State, Charter No. 394451, by Owens (a copy of the Articles of Organization are attached as Exhibit A); and

WHEREAS, pursuant to an Operating Agreement dated September 27, 2016, Owens is the sole member of Spotlight as well as its Registered Agent upon whom service of process shall be made at 19919 Libby Road. The principal place of business of Spotlight is located at 5154 Warrensville Center Road. Owens made no initial capital contribution to Spotlight (a copy of the Operating Agreement is attached as Exhibit B); and

WHEREAS, on March 1, 2017, Owens and Spotlight entered into a Management Agreement with Michael Weaver and Weave's Lounge, Inc. whereby effective March 1, 2017 all rights responsibilities and privileges of running Weave's Lounge located at 5154 Warrensville Center Road were transferred to Owens and Spotlight and Owens and Spotlight were responsible for insuring no violation of law on the premises, including violation of Ohio liquor laws (a copy of the Management Agreement is attached as Exhibit C); and

WHEREAS, on or about March 8, 2017, Jonah Scheinbaum, Vice-President of Kinyon Properties, LTD, 246 E. 131st Street, Cleveland, OH 44108, entered into a two-year lease agreement, from April 1, 2017-March 31, 2019, with Owens and 1723 Entertainment, Inc., whose registered agent is Kevin D. Philmon, 3221 E. 117th Street, Cleveland, OH 44120, for the premises located at 5154 Warrensville Center Road for the purpose of continuing the operation of Weave's Lounge under the name of Spotlight. Per the lease, Owens and 1723 Entertainment are to keep the premises free of illegal activity and are responsible for all "nuisance charges", (a copy of the lease is attached as Exhibit D); and

WHEREAS, on March 27, 2017, Michael Weaver and Dallas Owens and Spotlight filed with the Ohio Division of Liquor Control an Application for Transfer of Ownership of the liquor permit located at 5154 Warrensville Center Road from Weaver to Owens and Spotlight (a copy of the Application is attached as Exhibit E); and

WHEREAS, the Mayor and Police Chief have found and reported their findings to Council that use of the property located at 5154 Warrensville Center Road, Maple Heights, by Owens, Spotlight and 1723 Entertainment, Inc. since March 1, 2017 constitutes a nuisance subject to abatement due to repeated calls for service and criminal activity occurring on the property, including the following:

March, 7, 2017	Theft
March 26, 2017	Fight Disturbance
April 9, 2017	Gunshots
May 7, 2017	Fire Alarm
July 8, 2017	Weapon Involved with Incident
July 9, 2017	Liquor Violation/Open Container
July 15, 2017	Trouble With Customer
July 29, 2017	Weapon Offense
August 19, 2017	Assault
August 26, 2017	OVI/Alcohol
August 27, 2017	Liquor Violation/Open Container
September 10, 2017	Disturbance EMS
September 23, 2017	Suspicious Activity/Intoxication
January 17, 2018	Repossessed Vehicle
January 24, 2018	Falsification
January 24, 2018	Nudity

WHEREAS, on January 24, 2018, Maple Heights Police received a call from the Ohio Investigative Unit, which was conducting an investigation at Spotlight, regarding nudity and strip dancing. OIU advised several females were showing complete or partial nudity illegal in the establishment and the windows were covered and a stripper pole was placed in the establishment for the nude dancing; and

WHEREAS, the Mayor, Police Chief and Law Director have recommended that based on their reported findings and pursuant to Section 680.07(e) of the City's Codified Ordinances, the Council declare the use of the property located at 5154 Warrensville Center Road, Maple Heights by Owens, Spotlight and 1723 Entertainment, Inc., for their business operations to be a Nuisance because of repeated calls for service and criminal activities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. Council, pursuant to Section 680.07(e) of the City's Codified Ordinances, hereby declares the use of the property located at 5154 Warrensville Center Road, Maple Heights by Owens, Spotlight and 1723 Entertainment, Inc., for their business operations to be a Nuisance because of repeated calls for service and criminal activities.

Section 2. The Mayor, Police Chief and Director of Law are authorized and directed to cause the Nuisance to be abated in accordance with Chapter 680 of the Codified Ordinances of the City of Maple Heights, in any manner determined by them to be appropriate and necessary, including revocation of a Certificate of Occupancy and/or a Registration of Rental Property and/or Tenant Rental License.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, 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, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary to immediately abate the nuisance activity, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected 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 from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/27/2016	201627004178	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

SPOTLIGHT RESTAURANT AND LOUNGE LLC
DALLAS OWENS
19919 LIBBY RD.
MAPLE HEIGHTS, OH 44137

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3944451

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SPOTLIGHT RESTAURANT AND LOUNGE LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 09/26/2016

Document No(s):
201627004178



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
27th day of September, A.D. 2016.

Jon Husted
Ohio Secretary of State

EXHIBIT

tabbles

A



Form 533A Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

 Toll Free: (877) 808-FILE (877-787-3463)
 Central Ohio: (614) 466-3810

www.OhioSecretaryofState.gov
buserv@OhioSecretaryofState.gov
File online or for more information: www.OhioBusinessCentral.com

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 670
 Columbus, OH 43216

 Expedite Filing (Two business day processing)
 Requires an additional fee

 P.O. Box 1380
 Columbus, OH 43216

20 SEP 26 AM 10:16

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

Form Must Be Typed

CHECK ONLY ONE (1) BOX

 (1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

 (2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

 Name of Limited Liability Company Spotlight Restaurant and Lounge LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd."

 Effective Date 09/22/2016
 (Optional) mm/dd/yyyy

 (The legal existence of the limited liability company begins upon the filing
of the articles or on a later date specified that is not more than ninety days
after filing)

 This limited liability company shall exist for
 (Optional)

 Period of Existence

 Purpose
 (Optional)

****Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

Spotlight Restaurant and Lounge LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Dallas Owens

Name of Agent

19919 Libby Rd

Mailing Address

Maple Heights

City

Ohio

State

44137

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, Dallas Owens

Statutory Agent Name

named herein as the statutory agent

for Spotlight Restaurant and Lounge LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

Dallas Owens

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Dallas Owens
Signature

By (if applicable)

Dallas Owens
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Spotlight Restaurant and Lounge LLC**

This Single-member LLC Operating Agreement represents Spotlight Restaurant and Lounge LLC that was formed in the State of Ohio on September 22nd 2016, hereinafter known as the "Company".

DALLAS OWENS of 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business

The name of the Company is Spotlight Restaurant and Lounge LLC with a principal place of business at 5124 WARRENSVILLE CENTER ROAD, MAPLE HEIGHTS, Ohio, 44137. The mailing address shall be 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137.

2. Registered Agent

The name of the Registered Agent is DALLAS OWENS with a registered office located at 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137 for the service of process as of September 27th 2016. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Ohio.

3. Formation

The Company was formed on September 22nd 2016, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Ohio (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

The Member(s) will not be making an initial Capital Contribution to the LLC.

7. Distributions.



The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member's shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Ohio.

DALLAS OWENS, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or

equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Ohio. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

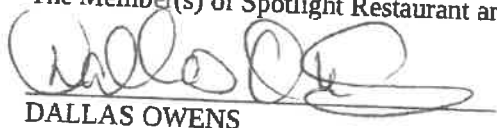
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on September 27th 2016.

The Member(s) of Spotlight Restaurant and Lounge LLC


DALLAS OWENS

MANAGEMENT AGREEMENT

OWNER: Michael Weaver, WEAVE'S LOUNGE, INC.

MANAGER: Dallas Owens, THE SPOT LIGHT LOUNGE LLC

EFFECTIVE DATE: March 1, 2017

PREMISES: 5154 Warrensville Ctr. Rd., Maple Heights, Ohio 44137 dba Weave's Lounge.

VENDOR NO: _____

LIQUOR LICENSE NO: 9452346-0005

WHEREAS, MANAGER HAS CONTRACTED WITH OWNER TO MANAGE A BUSINESS LOCATED AT THE PREMISES LOCATED AT 5154 WARRENSVILLE CENTER ROAD, MAPLE HEIGHTS, OH 44137 WHICH SELLS FOR PROFIT, ALCHOLIC BEVERAGES, FOODS, AND;

WHEREAS, IT IS IN THE BEST INTEREST OF ALL PARTIES THAT MANAGER IS EMPLOYED TO MANAGE SAID BUSINESS PREMISES DURING THE TRANSITION PERIOD. FURTHERMORE, IT IS AGREED UPON THAT;

1. BEGINNING, MARCH 1, 2017, OWNER, MICHAEL WEAVER, WILL TRANSFER TO MANAGER, DALLAS OWENS, ALL RESPONSIBILITIES AND PRIVILEGES ASSOCIATED WITH THE OPERATION OF SAID BUSINESS ENTERPRISE.

MANAGER SHALL BE RESPONSIBLE FOR:

A. OPERATION OF SAID BUSINESS AND MAINTENANCE THEREOF;

B. PAYMENT OF SALES AND USE TAX AND LICENSE RENEWAL FEE, IF LICENSE IS NOT TRANSFERRED BY SEPTEMBER 1, 2017 (INCLUDING PREPARATION AND FILING OF RETURNS WHICH OWNER AGREES TO SIGN PRIOR TO THE AFOREMENTIONED DATE).

C. MANAGER WILL OPERATE SAID BUSINESS AND WILL ALLOW NO WASTE TO ACCUMULATE THEREON AND MAINTAIN THE BUSINESS IN A SAFE AND ORDERLY FASHION.

D. MANAGER WILL NOT PERMIT ANY VIOLATION OF LAW, INCLUDING, BUT NOT LIMITED TO THE STATE OF OHIO LIQUOR LAWS.

E. MANAGER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL APPROPRIATE INSURANCES FOR THE PREMISES.

F. MANAGER SHALL BE ENTITLED TO RETAIN ALL PROFITS EARNED FROM SAID BUSINESS DURING THE LIFE OF THIS AGREEMENT.

G. THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT UNTIL MARCH 1, 2019 OR TRANSFER OF THE LIQUOR LICENSE INTO MANAGER'S BUSINESS ENTITY WHICHEVER COMES FIRST.



H. THIS AGREEMENT SHALL ALSO BE TERMINATED BY MANAGER'S BREACH HEREOF OR MANAGER'S INSOLVENCY.

I. ANY WAIVE OR FAILURE TO ENFORCE ANY PORTION OF THIS AGREEMENT BY OWNER SHALL NOT BE A WAIVER OF FUTURE ENFORCEMENT, BUT SHALL BE A COURTESY EXTENDED TO MANAGER. MANAGER SHALL NOT CLAIM WAIVER AS A DEFENSE IN ANY ACTION BROUGHT UPON OR ASSERTED BY OWNER.

J. THIS AGREEMENT IS NOT ASSIGNABLE OR TRANSFERRABLE. ANY CHANGES TO THIS AGEEMENT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, we have hereunto set our hands on the 2nd day of MARCH, 2017.

In the presence of:



Shalawn Gilbert
SHALAWN GILBERT
Notary Public
State of Ohio
My Commission Expires
12-11-20

Michael Weaver 3-2-17

Michael Weaver, OWNER

WEAVE'S LOUNGE, INC.

Dallas Owens 3/2/17

Dallas Owens, MANAGER

THE SPOT LIGHT LOUNGE, LLC

KINYON PROPERTIES, LTD

246 E. 131ST ST.

CLEVELAND, OHIO 44108

216-761-9628 FAX: 216-761-8907

koltorah@sbcglobal.net

3/8/17

Mr. Dallas Casha Owens
1723 Entertainment Inc. d/b/a The Spotlight Lounge
5154 Warrensville Center Rd.
Maple Hts., Ohio 44137

Re: Lease Agreement for The Spotlight Lounge

Dear Mr. Owens,

This Letter of Agreement shall serve as a **temporary lease** until our attorneys prepare a regular lease.

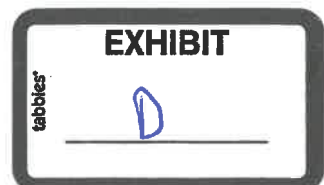
You are renting the unit addressed 5154 Warrensville Center Rd. for a period of 2 years, for the purpose of continuing the operation of Weave's Lounge, under the name of The Spotlight Lounge.

The property is being rented as is and any decorating or repairs are your responsibility. Any and all inspection fees from either the City of Maple Heights or any other government jurisdiction are your responsibility. You will reimburse Kinyon Properties for all inspection fees that are paid.

The property is being rented to you as a lounge and all licenses associated are your responsibility. It is also your responsibility to maintain the property in a safe environment and free of illegal activities. Any "nuisance charges" assessed by the City of Maple Heights Police Department are your responsibility. You will reimburse Kinyon Properties for any and all fees that paid.

All work that you will do on the premises is to meet with the necessary approval of all inspections and conform to the building and fire codes of Maple Heights. All permits and other requirements of Maple Heights are your responsibility and are to be done at your cost. The Occupancy Permit Fee is \$325.00.

The terms of this lease are for two years, beginning April 1, 2017, and ending March 31, 2019, and the monthly rental amount is \$2600.00 which is due and payable by the first of every month. If at the end of this period if you wish to renew for an additional 2 years, you may do



so at a rent to be decided upon at that time. Payments not received by the 5th of the month will be considered late and payments made after the 15th will incur a \$50.00 late charge for every month late. If payment is not received by the first of the next month and no written arrangement has been made, the Landlord has the option to change the locks and remove the tenant's personal property. The property may then be rented to another tenant. You will still be responsible for all monies owed until the end of the lease period.

All utility charges are your responsibility. Please initiate accounts with the Illuminating Co and Dominion East Ohio Gas Co. directly. If the water/sewer usage is higher than it is presently, we will charge you the additional charges every 3 months.

Rubbish removal is currently 2 times a week and if additional service becomes necessary, there will be an additional charge.

A snow removal charge will be billed to you once a year, prorated for the entire center. At the present time, that charge is \$300.00.

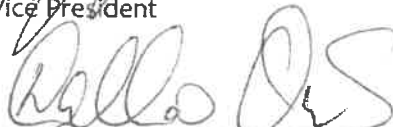
A one month security deposit has to be maintained at all times. The security deposit is due upon the execution of this Lease Agreement. In the event that the Lounge is closed for any reason, including remodeling or the City of Maple Heights zoning and planning commission, you are still responsible for all rent charges during that time.

The lease is with 1723 Entertainment Inc. d/b/a The Spotlight Lounge and with Dallas Casha Owens personally and individually and **you must maintain a liability insurance policy for the premises and name Kinyon Properties as co-insured.**

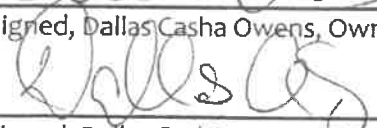
Please review these points and if they meet with your approval, please sign below.

Respectfully,

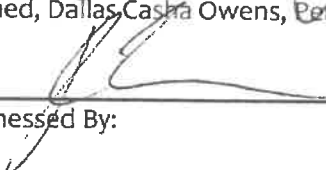

Jonah Scheinbaum
Vice President



Signed, Dallas Casha Owens, Owner of The Spotlight Lounge



Signed, Dallas Casha Owens, Personally and Individually



Witnessed By:

For Questions call
(614) 644-3156
Office hours - 8:00 a.m. to 5:00 p.m.

Ohio Department of Commerce
Division of Liquor Control
6606 Tussing Road, P.O. Box 4005
Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

EXHIBIT

tabbies

E



APPLICATION FOR TRANSFER OF OWNERSHIP OR OWNERSHIP & LOCATION OF ALL PERMIT CLASSES LISTED BELOW
CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING. RETURN TO ADDRESS LISTED ABOVE
FEE: \$100.00 PROCESSING FEE - made payable to the Division of Liquor Control (Non-Refundable)

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

Seller (Individual, Corporation, Partnership or LLC):

Weaves Lounge Inc.

DBA (doing business as):

Weave's Lounge

Premises Address:

5154 Warrensville Ctr. Rd.

Township (if outside city limits):

County:

Cuyahoga

City & Zip Code:

Maple Hts. 44137

Email:

weaveslounge@gmail.com

Mailing Address:

10302 Durham Rd. Maple Hts. OH 44137

Phone Number:

216-714-5223

Attorney's Name & Address:

Attorney's Telephone Number:

Seller's Permit Number:

94523460005

Attorney's Telephone Number:

Buyer (Individual, Corporation, Partnership or LLC):

Spotlight Restaurant and Lounge LLC

DBA (doing business as):

Spotlight Restaurant and Lounge LLC

Premises Address:

5154 Warrensville Center Rd

Township (if outside city limits):

County:

Cuyahoga

City & Zip Code:

Maple Heights, 44137

Email:

Cashacwens@gmail.com

Mailing Address:

19919 Libby Rd Maple Hts, OH 44137

Phone Number:

216-647-5304

Attorney's Name & Address:

SELECT Class(es) of Permit(s) Being Transferred:

☐ C1 ☐ C2 ☐ C2X ☐ D1 ☐ D2 ☐ D-2X ☐ D3 ☐ D3A ☐ D3X ☒ D5 ☐ D6 ☐ D7 ☐ OTHER

SELECT Type of Transaction:

☐ CORPORATE NAME CHANGE ☐ CONVERSION ☐ GIFT ☐ MERGER
☒ SALE ☐ OTHER

SELECT Type of Business:

☐ INDIVIDUAL If Individual, list Social Security Number: _____
☐ CORPORATION ☒ LLC ☐ PARTNERSHIP

Is this an Economic Development (Trex) Transfer? ☐ YES ☐ NO

If you answered "YES," you must submit Form DLC4244
(See page 4 of this form for further Trex information).

FOR DIVISION USE ONLY

Data Entry Initials:

RECEIPT NUMBER:

TAXING DISTRICT

FEE CODE

SELLERS NUMBER

BUYERS NUMBER

BUS. TYPE

Data Entry Action:

Violations: ☐ YES ☐ NO
If "YES", what type

Ren Status: ☐ ISSD ☐ PEND

Proc. Fee Pd: ☐ YES ☐ NO

BCI Fee Amount Paid: \$

Comments/Notes:

DLC4120

EOE/ADA SERVICE PROVIDER

Page 1

FOR TTY USERS DIAL ORS 1-800-750-0750

Rev. 07/2013

1. Do you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit hold or have any interest in another permit business? ☐ YES ☒ NO
If YES, Give permit number & address on the line provided _____
- 2a. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been convicted of a felony or misdemeanor, including any alcohol-related offenses? ☐ YES ☒ NO
If YES, attach a written explanation.
- 2b. If applicant is a sole proprietor or partnership, will spouse work on the permit premises? ☐ YES ☒ NO
If YES, indicate spouse's full name _____
3. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been refused a permit, denied a renewal, or had a permit revoked from another state, by this Division, or the Liquor Commission? If YES, attach a written explanation. ☐ YES ☒ NO
4. Does applicant own the real estate on which the proposed business will be located? ☐ YES ☐ NO
If NO, submit a signed and dated copy of your LEASE, RENTAL CONTRACT, OR DLC 4085 Summary of Tenancy Rights Form.
5. Will the applicant be the sole owner of the fixtures and equipment? ☒ YES ☐ NO
If NO, submit a signed and dated copy of the rental agreement for the fixtures and equipment.
6. Will any person, partnership, LLC, or corporation, excluding banks, building and loan associations, or the seller have ANY financial interest (such as money, loans, installment contracts, property or other interest) or share in the profits in your business or your property, real or personal? ☐ YES ☒ NO
If YES, attach a written explanation. NOTE: Ohio Revised Code Section 4303.293 provides a criminal penalty for failure to answer this question completely and correctly.
7. If transferring C or D class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a manufacturer or wholesale distributor of alcoholic beverages? If YES, attach a written explanation. ☐ YES ☒ NO
8. If transferring A or B class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a retail permit holder? If YES, attach a written explanation. ☐ YES ☒ NO

THE FOLLOWING MUST BE COMPLETED BY THE SELLER(S):

I, Michael and Marcita Weaver hereby authorize the Division of Liquor Control to process this application

Print Name(s)

(Signature and Title)

16302 Dunham Rd

(Residence Address)

Maple Hts

(City)

OH

(State)

44137

(Zip Code)

2167145223

(Area Code & Phone No.)

THE FOLLOWING MUST BE COMPLETED BY THE BUYER(S):

WARNING: Ohio Law provides that as a proposed buyer you could be liable as a successor of the permit holder's unpaid sales, use, and withholding tax liabilities. The Division of Liquor Control will be unable to transfer the permit until the tax and assessment matters are resolved to the satisfaction of the particular agency. The buyer should request that seller obtain a sales tax release certificate, by contacting the Ohio Department of Taxation, Sales and Use Tax Division, Release Unit. A Withholding Tax Release Certificate Request should be made by contacting the Ohio Department of Taxation, Withholding Tax Division, Business Billing Unit. Also, the current permit holder may still owe Unemployment Compensation payments. To discuss these possible liabilities, you should contact the Ohio Department of Job & Family Services.

DELIBERATE MISREPRESENTATION OF ANY OF THE INFORMATION ON THE APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO APPROVE THIS APPLICATION.

(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Stockholder or Member)

DHIAS OWENS

(Print Name)

OWNER

(Title)

3/27/17

(Date)

19919 Libby Rd

(Residence Address)

Maple Hts

(City)

OH

(State)

44137

(Zip Code)

(216) 647-5304

(Area Code & Phone No.)

(To be completed by Notary Public)
Sworn to before me and subscribed in my presence this _____ day of _____, 20____

**NOTARY PUBLIC
STATE OF OHIO
Recorded in**

day of

(Notary Public)

20

(Notary Expiration)



THIS DOCUMENT IS PART OF THE PERMIT FILE AND WILL NOT BE RETURNED
My Comm. Exp. 3/26/2020