



CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

COLLECTIVE COMMITTEE MEETING

Council Chamber
October 20, 2025
7 p.m.

PUBLIC INPUT: *Members of the audience shall be permitted to speak only once, up to five minutes, on any topic(s). [Code of Ordinance, Section 220.21(b)(1)]*

ECONOMIC DEVELOPMENT COMMITTEE, Chair Zach Arnold

1. Power Plant Purchase Agreement
2. Todd Davis Attorney Fees Ordinance
3. Tax Increment Financing (TIF) Sandridge Run/Harbor Crest Area
4. Code Administrator Appointment

FINANCE COMMITTEE, Chair K. C. Zuber

1. Budget Appropriations
2. License Plate Fee
3. Tax Rate Resolution

PLANNING COMMISSION, Council Representative Geoff Smith

1. Rezone Parcel No. 04-00-006-135-071, located on the west side of Moore Road north of Walker Road, from B-2 General Business District to R-1A Single-Family Residence District

OTHER BUSINESS

1. CRA Council Mayoral Appointment of Larry Sansom - *Mayor Spaetzel*

LEGISLATION

Second Readings:

Ordinance No. 25-156, AN ORDINANCE AWARDING A CONTRACT FOR COMPREHENSIVE INSURANCE COVERAGE FOR THE CITY OF AVON LAKE TO JACKSON DEIKEN & ASSOCIATES AND DECLARING AN EMERGENCY. →*Sponsor: K. Zuber*

Ordinance No. 25-161, AN ORDINANCE AUTHORIZING THE CREATION OF A NEW CHAPTER TITLED SHORT-TERM RENTAL PROPERTIES WITHIN TITLE SIX BUILDING REGULATIONS IN PART FOURTEEN OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY. *Sponsor: Z. Arnold*

Resolution No. 25-162, AN ORDINANCE ADOPTING THE RULES AND REGULATIONS OF THE AVON LAKE COMMUNITY TELEVISION (ALC-TV). *Sponsor: R. Shahmir*

Ordinance No. 25-166, AN ORDINANCE TO REZONE PERMANENT PARCEL NO. 04-00-006-135-071 FROM B-2 GENERAL BUSINESS DISTRICT TO R-1A SINGLE-FAMILY RESIDENCE DISTRICT AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

- **Public Hearing - October 27, 2025.**

First Readings:

As determined at the Collective Committee Meeting.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

EXECUTIVE SESSION

In compliance with Ohio Revised Code Section 121.22(G)(1), Council will adjourn to Executive Session to discuss the employment of a public employee, and Ohio Revised Code Section 121.22(G)(6), to discuss security matters.

RECONVENING OPEN SESSION

ADJOURNMENT

REAL ESTATE PURCHASE AGREEMENT
between
Avon Lake Environmental Redevelopment Group LLC, Seller
and
City of Avon Lake, Ohio, Purchaser
dated as of
_____, 2025

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**"), dated as of the ____ day of ___, 2025 (the "**Effective Date**"), is entered into between (i) AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP LLC, an Ohio limited liability company ("**Seller**") having an address at 12601 Plantside, Louisville, KY 40299, and (ii) the CITY OF AVON LAKE, OHIO, a municipal corporation ("**Purchaser**"), having an address at 150 Belden Road, Avon Lake, Ohio 44012.

RECITALS

WHEREAS, Seller is the owner of certain real estate as depicted on Exhibit A and legally described on Exhibit B attached hereto containing approximately 23 acres, subject to final survey, located in the City of Avon Lake, Ohio;

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property (hereinafter defined) from Seller; and

WHEREAS, Seller and Purchaser have entered into that certain Interim Development Agreement dated November 13, 2024 (the "**IDA**"), a true, complete and correct copy of which is attached hereto as Exhibit C providing for the use of the Property as public park land, the creation of an overlay zoning district for the Property and other adjacent real estate and the formation of a Tax Increment Financing ("**TIF**") District. The IDA additionally contains terms and conditions of Seller's obligation to sell, and Purchaser's obligation to purchase and acquire the Property, as set forth in a "Letter of Intent" (attached to the IDA as Exhibit D thereto and herein referred to as the "**IDA Letter of Intent**"). This Agreement has been negotiated and executed by Seller and Purchaser to implement the terms of the purchase and sale, and the conditions thereto, as set forth in the IDA and the IDA Letter of Intent attached thereto.

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

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I or as otherwise defined in this Agreement:

"**Agreement**" has the meaning set forth in the preamble.

"**Appraisal**" has the meaning set forth in Section 3.01.

"**Closing**" has the meaning set forth in Section 4.01.

"**Closing Date**" has the meaning set forth in Section 4.01.

"**CNS**" has the meaning set forth in Section 6.02.

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Deed**" has the meaning set forth in Section 4.02 (a).

"**Deposit**" has the meaning set forth in Section 3.01 (a).

"**Due Diligence Period**" has the meaning set forth in Section 6.01.

"**Effective Date**" has the meaning set forth in the preamble.

"**Environmental Laws**" has the meaning set forth in Section 7.01 (h).

"**Escrow Agent**" has the meaning set forth in Section 3.01 (a).

"**Feasibility Materials**" has the meaning set forth in Section 6.01.

"**Hazardous Materials**" has the meaning set forth in Section 7.01 (h).

"**IDA**" has the meaning set forth in the Recitals.

"**IDA Letter of Intent**" has the meaning set forth in the Recitals.

"**Improvements**" has the meaning set forth in Section 2.01 (b).

"**NFA Letter**" has the meaning set forth in Section 6.02.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01 (f).

"**Ohio EPA**" has the meaning set forth in Section 6.02.

"**Ohio VAP**" has the meaning set forth in Section 6.02.

"**Owner's Policy**" has the meaning set forth in Section 5.02 (h).

"**PLL Policy**" has the meaning set forth in Section 4.06 (a) (vi).

"**Permitted Exceptions**" has the meaning set forth in Section 5.02 (g).

"**Post-Closing Actions**" has the meaning set forth in Section 4.06(a)(iv).

"**Post-Closing Required Remediation and Demolition Work**" has the meaning set forth in Section 6.02.

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"Purchaser's Certified Professional" has the meaning set forth in Section 6.02.

"Purchaser Default" has the meaning set forth in Section 11.01 (a).

"Purchaser Related Party" shall mean collectively any Purchaser agent, advisor, representative, affiliate, officer, official, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Purchaser's behalf, otherwise related to, or affiliated with Purchaser.

"Real Estate" has the meaning set forth in Section 2.01 (a).

"Remediation and Demolition Plans" has the meaning set forth in Section 6.02.

"Seller's Required Remediation and Demolition Work" has the meaning set forth in Section 6.02.

"Seller" has the meaning set forth in the preamble.

"Seller Related Party" shall mean collectively any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Seller's behalf, otherwise related to, or affiliated with Seller.

"Survey" has the meaning set forth in Section 5.02 (f).

"Technical Assistance" has the meaning set forth in Section 6.02.

"TIF Revenue Proceeds" shall mean monetized revenues derived from any tax increment financing to fund the purchase of the Property and other development costs pursuant to the IDA.

"Title and Survey Defects" has the meaning set forth in Section 5.02 (g).

"Title Commitment" has the meaning set forth in Section 5.02 (f).

"Title Insurance Company" has the meaning set forth in Section 3.01 (a).

"Title Objection Date" has the meaning set forth in Section 5.02 (g).

"Title Objection Notice" has the meaning set forth in Section 5.02 (g).

"Transfer Tax Document" has the meaning set forth in Section 4.02 (b).

"Transfer Tax Documents" has the meaning set forth in Section 4.02 (b).

ARTICLE II CONVEYANCE OF THE PROPERTY; EASEMENT AGREEMENT

Section 2.01 Subject of Conveyance. Seller agrees to secure a lot split, at Seller's sole cost and expense, and to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and

conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**");

(a) all that certain lot, piece, or parcel of land located in the City of Avon Lake, County of Lorain and State of Ohio, as depicted on Exhibit A and legally described in Exhibit B attached hereto and hereby made a part hereof (the "**Real Estate**") as well as all easements, rights-of-way, and other appurtenances used or connected with the beneficial use or enjoyment of the Real Estate;

(b) all buildings, structures and improvements located on the Real Estate that Purchaser elects to retain following Purchaser's review of the Remediation and Demolition Plans (including any fixtures and personal property which is integral to the operation of any improvements to be conveyed to Purchaser (collectively, the "**Improvements**"); and

(c) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Real Estate and the Improvements, including licenses, ingress and egress permits, NPDES permits, storm water discharge permits, if any, and other appurtenant rights. For purposes of clarity, the Submerged Land Lease assigned by the State of Ohio to Seller dated December 21, 1999 (the "**Submerged Land Lease**"), is not part of the Property and is not being conveyed to Purchaser as part of this Agreement. The Seller shall record an access and construction easement for the benefit of the Submerged Land Lease in the form attached hereto as Exhibit G as a Permitted Exception. The Seller also shall record an access and utility easement through the Property to allow access to Stack 7, in the form attached hereto as Exhibit H as a Permitted Exception. The Seller also shall record an access easement for a bike path to allow access to the Property, as described in Section 2.03 herein, in the form attached hereto as Exhibit I.

Section 2.02 AS-IS.

(a) Except as otherwise set forth in this Agreement, the IDA and subject to Section 6.02 of this Agreement, Purchaser acknowledges that Purchaser shall make thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. Purchaser shall undertake all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or nonexistence of curative action to be taken with respect to any Hazardous Materials (as defined herein) on, under or about the Property, except as otherwise set forth in this Agreement. Further, Purchaser acknowledges that Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers in connection with this transaction.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Except as otherwise set forth in this Agreement, Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person

representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) Except as otherwise set forth in this Agreement, including, but not limited to the representations and warranties contained in Article VII of this Agreement, Seller makes no warranty with respect to the presence of any Hazardous Materials on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. Except as otherwise set forth in this Agreement, the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 2.02 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 2.03 Bike Path Easement. The Seller will provide a permanent easement to allow unfettered access from the bridge located along the West side of the entire 43.23-acre parcel owned by Seller as mutually approved by the parties, as a condition to Closing, in the form attached hereto as Exhibit I.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price (the "**Purchase Price**") to be paid by Purchaser to Seller for the Property is the lesser of (1) Fifteen Million and No/100 Dollars (\$15,000,000.00), (2) twenty-five percent (25%) of the TIF Revenue Proceeds available to Purchaser to acquire the Property, or a different percentage of the TIF Revenue Proceeds acceptable to Purchaser to achieve the development goals of this Agreement, in Purchaser's sole but reasonable discretion, or (3) the Appraised Value of the Property pursuant to an objective, independent appraisal of the Property supporting such Purchase Price (the "**Appraisal**") and as any lesser amount is acceptable to Seller. In the event the Purchase Price, as determined above, is less than Fifteen Million and No/100 Dollars (\$15,000,000.00), the Seller shall have the right to terminate this Agreement and neither Party shall have any rights, obligations or liabilities under this Agreement, except as specifically provided herein. Further, in the event the Property to be sold by Seller to Purchaser is less than or more than 23 acres, the Purchase Price shall be reduced or increased on a pro rata basis by acreage. As a condition to Closing, the parties agree that the TIF revenue under the IDA shall be monetized to provide funding necessary to pay the Purchase Price and all other costs associated with the Closing to be paid by Purchaser hereunder and to pay additional development costs identified in this Agreement. Purchaser and Seller shall immediately commission the preparation of the Appraisal of the Property to support the Purchase Price payable by Purchaser under this Agreement, which Appraisal shall be prepared by a highly-qualified, independent appraiser acceptable to Seller and Purchaser and the receipt of an acceptable Appraisal shall be a condition to the obligation of Seller and Purchaser to sell and acquire the Property hereunder. Following determination of the Purchase Price, the Purchase Price shall be payable as follows:

(a) Within three (3) days after the Effective Date, the sum of One Hundred and No/100 Dollars (\$100.00) (the “**Deposit**”) shall be paid by Purchaser’s certified check or official bank check, subject to collection made payable to Erie Commercial Title (Attn: Jackie Shear, 868 Corporate Way, Westlake, Ohio 44145; (216) 689-1050 (jacquelineshear@ecommtitle.com), as escrow agent (“**Escrow Agent**” or the “**Title Insurance Company**”), to an account at such bank as designated by Escrow Agent. Upon receipt of same, Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be credited to the Purchase Price upon the Closing. Escrow Agent shall place the Deposit in an interest-bearing account consistent with the terms of this Agreement.

(b) The balance of the Purchase Price, plus or minus any prorations, credits, adjustments, costs and apportionments set forth in this Agreement, shall be remitted to Escrow Agent by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Escrow Agent no later than (1) business day prior to the Closing Date. The balance of the Purchase Price due to Seller (after the prorations, credits, adjustments, costs and apportionments set forth in this Agreement have been applied per the settlement statement agreed to by the parties) shall be remitted to Seller on the Closing Date by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller to Escrow Agent no later than one (1) business day prior to the Closing Date.

ARTICLE IV CLOSING

Section 4.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place within thirty (30) days after the later to occur of the following events, provided that all conditions to Closing have been met (or waived) by the applicable party): (a) the expiration of the Due Diligence Period; (b) Seller’s completion of the Required Remediation and Demolition Work reflected in Exhibit E as Pre-Closing obligations; and (c) the availability and provision to Purchaser of the TIF Revenue Proceeds or any other grant or third-party proceeds to fund the cost of acquisition of the Property (the “**Closing Date**”) through an escrow closing with the Title Insurance Company. Purchaser and Seller both acknowledge and agree that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by each party of its obligations to consummate the transaction contemplated in this Agreement on the Closing Date. Notwithstanding the foregoing, Purchaser may waive, at its option, satisfaction of any or all of the foregoing specific conditions in (a), (b) or (c) and elect to close at an earlier date upon not less than twenty (20) days prior written notice to Seller. Additionally, that if a Closing has not occurred within 12 months from the Effective Date either the Purchaser or the Seller has the absolute right to terminate this Agreement.

Section 4.02 Seller’s Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) A limited warranty deed executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement (the “**Deed**”) in substantially the form attached hereto as Exhibit D executed by Seller. The Closing of the transaction contemplated by this Agreement and the recording of the Deed shall be deemed the full performance and discharge of every obligation on the part of the parties hereto to be performed pursuant to this Agreement before the Closing, except those obligations of the parties that are expressly stated in this Agreement to survive the Closing.

(b) State and any county and municipal transfer tax declarations that are required in connection with the conveyance and transfer of the Property contemplated hereby (unless exempt), in the form(s) prescribed by the applicable governmental authority (individually, a “**Transfer Tax Document**” and collectively the “**Transfer Tax Documents**”) executed by Seller if the Seller’s signature is required unless the Transfer Tax Document is filed electronically.

(c) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, and other items that shall be apportioned as of the Closing Date.

(e) An Officer’s Certificate from a duly authorized officer or representative of the Seller authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(f) A Closing settlement statement prepared by the Escrow Agent reflecting the prorations and adjustments required under this Agreement and the balance of the Purchase Price due Seller.

(g) All keys and access codes to any portion of the Property, to the extent in Seller’s possession or control or that of its agents.

(h) An affidavit from Seller in such form and content as may be reasonably necessary to enable the Title Insurance Company to delete the standard exceptions listed in the Title Commitment from the Owner’s Policy.

(i) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 4.03 Purchaser’s Closing Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price provided from the TIF Revenue Proceeds or other third-party proceeds, as set forth in Section 3.01(b).

(b) The parties acknowledge that, pursuant to Ohio law, no transfer tax or conveyance fee applies to the transaction which is the subject of this Agreement due to the Purchaser being a political subdivision of the State of Ohio.

(c) A resolution, ordinance and consent of the Purchaser, as applicable, authorizing the transaction contemplated hereby in a form reasonably satisfactory to Seller and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 4.04 Closing Costs.

(a) Seller shall pay:

(i) the commission owed to the Broker, if any, pursuant to Article XIV of this Agreement;

(ii) the cost of paying off and discharging or obtaining releases for any mortgages, mechanics and materialmen's liens, or similar monetary liens which are a lien against the Property and all recording fees for the release of said liens on the Property, including (without limitation) Monetary Liens (as defined in Section 5.02(g)), as required pursuant to the terms of this Agreement;

(iii) one-half of the cost of title search and issuance of the Title Commitment, and one-half of the base premium cost for the Owner's Policy, including the removal of the standard exceptions and, in addition thereto, the full cost of the premium for any endorsements to the Owner's Policy required to remove any exception to the Title Commitment and/or Title Policy that Seller has agreed, pursuant to Section 5.02(g) of this Agreement or otherwise, to cure and which cure will be effected by such endorsement;

(iv) one-half of the Escrow Agent's fee; and

(v) one-half State of Ohio and county transfer taxes and conveyance fees, if any.

(b) Purchaser shall pay:

(i) one-half of the cost of title search and issuance of the Title Commitment, and one-half of the base premium cost for Owner's Policy, including the removal of the standard exceptions;

(ii) the cost of any endorsements to the Owner's Policy requested by Purchaser;

(iii) the costs related to any survey or survey update (if any) obtained by Purchaser;

(iv) one-half the cost of State of Ohio and county transfer taxes and conveyance fees, if any;

(v) one-half of the Escrow Agent's fees; and

(vi) all costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 4.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date by the Title Insurance Company, unless expressly provided for otherwise:

(a) Real estate taxes shall be prorated, such that credits and charges for the Closing Date and all days preceding the Closing Date shall be allocated to Seller, and credits and charges for all days after the Closing Date shall be allocated to Purchaser. If the Property shall be, or has been, affected by

any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing, such amounts shall be paid or apportioned, as the case may be in the following manner:

- (i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Purchaser; and
- (ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

The proration of such real estate taxes and assessments shall be based on a 365-day year and on the most recently available tax rates and valuations. The obligations contained in this Section 4.05(a) shall survive the Closing and shall not be merged into the Deed.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date.

(c) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the City of Avon Lake, County of Lorain and State of Ohio.

Section 4.06 Closing Conditions.

(a) In addition to any other conditions to Purchaser's obligation to acquire the Property as set forth herein or in the IDA, the obligations of Purchaser hereunder are also subject to the following conditions, any of which may be waived by Purchaser in writing or which shall be deemed waived if Purchaser shall close the purchase of the Property without satisfaction of any of the following:

(i) The representations and warranties of Seller set forth in Section 7.01 shall be true and correct in all material respects on the Closing Date as confirmed in certificate executed by Seller and dated as of the date of Closing certifying the same.

(ii) Purchaser being satisfied with the results of its due diligence investigations, as evidenced by failure to Purchase to terminate this Agreement as provided in Section 6.01 hereof.

(iii) All obligations of Seller hereunder to be performed at or prior to the Closing Date have been performed as of the Closing Date.

(iv) The Purchaser shall endeavor to create one or more ordinances pursuant to Ohio Revised Code Section 5709.40 *et seq.* (the "**TIF Ordinance**") during the Due Diligence Period to facilitate the Purchaser's receipt of the TIF Revenue Proceeds to pay: (a) the Purchase Price for the Property; (b) all associated Closing and other costs identified in this Agreement, including, but not limited to, \$15,000,000 for park improvements and other costs, as identified in Sections 4 and 5 of the IDA; and (c) an amount necessary to perform designated TIF funded activities identified on Exhibit E hereto as post-closing actions, as determined by Purchaser, in Purchaser's sole but reasonable discretion, based on independent bids procured by Purchaser (Subsection (c) hereafter referred to as the "**Post-Closing Actions**").

(v) Purchaser's receipt of the NFA Letter for the Property, as defined in Section 6.02 of this Agreement.

(vi) Purchaser's receipt of a Certificate of Insurance naming Purchaser as an additional Named insured on Seller's existing \$15 million Pollution Legal Liability environmental insurance policy effective 4/6/2022 (the "**PLL Policy**").

(vii) Purchaser's receipt of an executed Bike Path Easement (Exhibit I) acceptable to both parties for recording.

(b) In addition to any other conditions to Seller's obligation to sell the Property as set forth herein or in the IDA, the obligations of Seller hereunder are subject to the following conditions, any of which may be waived by Seller in writing or which shall be deemed waived if Seller shall close the sale of the Property without satisfaction of any of the following:

(i) The representations and warranties of Purchaser as set forth in Section 7.03 shall be true and correct in all material respects on the Closing Date as confirmed in certificate executed by Purchaser and dated as of the date of Closing certifying the same;

(ii) All obligations of Purchaser hereunder to be performed at or prior to the Closing Date have been performed as of the Closing Date; and

(iii) Seller's receipt of an executed Access and Construction Easement for Submerged Land Lease (Exhibit G) and Access Easement for Stack 7 (Exhibit H) acceptable to both parties for recording.

Section 4.07 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 4.06 and Section 4.07 shall survive the Closing.

ARTICLE V TITLE

Section 5.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to the Permitted Exceptions.

Section 5.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, free and clear of all liens and encumbrances, free of the possession of the Property (or any portion thereof by any other person or entity, and subject only to the following matters which shall be considered **Permitted Exceptions** in addition to those matters set forth in Section 5.02 (g):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

- (b) Any state of facts that an accurate survey of the Property would disclose.
- (c) All future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.
- (d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.
- (e) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company, except to the extent same are removed by the Title Company prior to Closing based upon the affidavit or affidavits to be provided by Seller to the Title Company pursuant to this Agreement.
- (f) Purchaser shall promptly order a commitment for an ALTA owner's title insurance policy from the Title Insurance Company in the amount of the Purchase Price setting forth the state of title to the Property on or after the date of this Agreement showing Seller as the record owner with Purchaser as the proposed insured, together with true, legible (to the extent available) and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the **"Title Commitment"**), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently. Upon receipt of the Title Commitment, Seller shall, at its cost, order a survey of the Property certified to Seller, Purchaser and the Title Insurance Company sufficient to allow the Title Insurance Company to delete the relevant standard exceptions to coverage (the **"Survey"**).
- (g) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing (**"Title Objection Notice"**), any objections to the exceptions to title and/or survey set forth in the Title Commitment and Survey (collectively, **"Title and Survey Defects"**), by no later than 11:59 pm (Central Time) on the date that is thirty (30) days after Purchaser's receipt of the Title Commitment and the Survey (**"Title Objection Date"**). Notwithstanding anything herein to the contrary, Seller shall be required to discharge, at Seller's sole cost and expense, at or prior to the Closing, all mortgages, financing statements and other instruments evidencing or securing the repayment of debt, judgment liens and other liens of a liquidated amount evidencing a monetary obligation (excluding liens for general real estate taxes not due and payable) (all of the foregoing hereinafter collectively referred to as **"Monetary Liens"**). If, after giving the initial Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or Survey showing any additional encumbrances on the Property which Purchaser claims are not Permitted Exceptions, such encumbrances also shall be Title and Survey Defects, Purchaser shall give written notice thereof to Seller within fifteen (15) days after the date Purchaser receives such amendment or update and any update to the Survey reflecting such additional encumbrances, and such notice shall also be a Title Objection Notice and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller within fifteen (15) days after the date Purchaser receives same. Seller may, within fifteen (15) days after receiving a Title Objection Notice from Purchaser, take such steps as are necessary to secure the removal of the Title and Survey Defects (or, if the Title and Survey Defects are not readily curable within said fifteen (15) day period, then Seller may have such additional time as Purchaser may permit in writing, in which case the Closing shall be extended as necessary). In the alternative, Seller may elect not to cure the Title and Survey Defects within the time period specified in the preceding sentence. If Seller elects not to cure the Title and Survey Defects within the specified time period, then Purchaser may elect to terminate this Agreement upon written notice to Seller, in which case the Deposit shall be refunded to Purchaser and neither Purchaser nor Seller shall have any further

rights, duties or obligations hereunder (except as to the payment of expenses as set forth herein). Any title encumbrances or exceptions set forth in the Title Commitment, to which Purchaser does not object within the period of time set forth herein for review, and any Title and Survey Defects which Seller elects not to cure and Purchaser accepts, shall be deemed to be permitted exceptions to the status of Seller's title for purposes of this Agreement (the "**Permitted Exceptions**"). Neither Monetary Liens nor any leases shall be Permitted Encumbrances. Each of Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to their obligations set forth in this Agreement.

(h) **Title Insurance.** The consummation of the Closing shall be conditioned upon the issuance to Purchaser by the Title Company of an Owner's Policy of Title Insurance (ALTA Form 2006), together with endorsements reasonably requested and paid for by Purchaser (the "**Owner's Policy**") in the amount of the Purchase Price, insuring good and marketable fee simple title to the Property in Purchaser, with extended coverage over the general exceptions customarily set forth in Schedule B, subject only to the Permitted Exceptions, and containing endorsements insuring that the legal description contained in the Title Commitment describes the Property and such other matters as may be specified by Purchaser.

ARTICLE VI DUE DILIGENCE AND REMEDIATION

Section 6.01 Due Diligence Period. Within three (3) days following execution of the LOI, Seller was to provide Purchaser with copies of (or electronic access to) all information in Seller's possession or control pertaining to the Property, including all drawings, materials, assessments, analyses, title information, zoning, geotechnical analysis, shoreline analysis, energy and regulation evaluations, utility maps, covenants, conditions and restrictions ("**CCR**"), related workplans and reports, consent orders, other orders with ongoing obligations, site plans, architectural drawings, construction drawings and/or as built drawings and other professional work needed by Purchaser and in Seller's possession regarding the Property including, without limitation, soil and groundwater sampling results, environmental assessments, summaries of environmental liability, permits governing environmental issues and any information commonly associated with environmental matters (collectively "**Feasibility Materials**"). Following execution of this Agreement and receipt from Seller of the Feasibility Materials, Purchaser has commenced inspections of the Property and during the period commencing on the Effective Date of this Agreement and ending seven (7) days following the Purchaser's receipt of the NFA Letter, (as defined below) (the "**Due Diligence Period**"), Purchaser, its agents, contractors, engineers and surveyors shall have the right at any time and from time to time to enter upon the Property to conduct and make any and all examinations, surveys, inspections and investigations of or concerning the Property as Purchaser deems necessary to determine the feasibility of the Property for Purchaser's intended use including, without limitation, but subject to Seller's reasonable review, comment and oversight, soil borings, test pits, monitoring wells, water pressure tests, surveys and other investigations and observation of Seller's Required Remediation and Demolition Work (as defined herein). In addition, Purchaser shall determine that the Property is satisfactory for Purchaser's intended use as a public park without regard to zoning, permitting, land development and municipal, county and State requirements and Seller authorizes Purchaser to make applications for municipal approvals and other regulatory approvals as necessary for Purchaser's proposed development and use of the Property, including the formation and monetization of the TIF. Seller shall make a knowledgeable representative of Seller reasonably available to discuss any of Purchaser's inspections. Purchaser shall be responsible for repairing any damage to the Property resulting from Purchaser's inspections. Purchaser acknowledges and agrees that any such inspections conducted by Purchaser or Purchaser's agents and representatives shall be solely at the risk of Purchaser. Purchaser's agents performing intrusive testing on the Property shall provide

certificates of insurance coverage to Seller in the minimum amount of \$1,000,000 for commercial liability, professional errors and omissions, automotive liability, and pollution liability. All of the obligations of Purchaser under this Section 6.01 shall survive Closing or the termination of this Agreement. In the event Purchaser, in Purchaser's sole discretion, shall be dissatisfied with the results of its inspections and investigations of the Property and notifies Seller in writing on or prior to the date of expiration of the Due Diligence Period that Purchaser has decided not to proceed with the transaction described herein, Purchaser shall be entitled to a refund of the Deposit and this Agreement shall be null and void and of no further force effect, and neither party shall have any further liability or obligations to the other party, except for any obligations of Purchaser or Seller which survive the Closing or termination of this Agreement.

In the event Purchaser shall fail to exercise its right to terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Purchaser shall be deemed to have waived its right to terminate this Agreement, shall accept the results of its inspections and investigations of the Property and shall proceed to close the transaction contemplated herein based on this provision.

Section 6.02 Required Remediation and Demolition Work. Attached hereto as Exhibit E is a written plan, as agreed by the parties, including a narrative, for the remediation, demolition and any other site work currently underway at the Property or to be completed on the Property either before or after Closing, along with a list of the structures yet to be demolished, an overview of the progress against schedule to date, highlighting key areas of delays (if any) encountered to date, as well as the latest estimates on the completion of the work schedule of required remediation and demolition work ("**Seller's Required Remediation and Demolition Work**"). which shall be Seller's responsibility. Subject to the availability of TIF funds, any Seller's Required Remediation and Demolition Work that has not been completed as of the Closing shall be completed as soon as possible by Seller following the Closing as indicated on Exhibit E ("**Post-Closing Required Remediation and Demolition Work**"). For avoidance of doubt, the Seller's Required Remediation and Demolition Work shall include and be subject to the following: (a) Pre-closing, Seller agrees to remediate the Property to applicable standards for the Property's intended use as a park open to the public for safe recreational use in accordance with the requirements of the Ohio Voluntary Action Program, Ohio Revised Code Chapter 3746, *et seq.*, including all applicable regulations thereunder (collectively the "**Ohio VAP**") and in accordance with the plans attached hereto as Exhibit E to this Agreement (the "**Remediation and Demolition Plans**"); (b) Purchaser acknowledges that the Remediation and Demolition Plans may provide for the placement of clean fill in certain areas of the Property after Closing, to be paid with available TIF funds; (c) Prior to Closing, Seller's and Purchaser's environmental consultants shall collaborate regarding the completion of environmental investigations of the Property; (d) Prior to conveyance of the Property to Purchaser (or if Purchaser so desires, to the Lorain County Metroparks), Seller shall perform environmental assessments and remediation activities, including a property-specific risk assessment, necessary to enable an Ohio VAP Certified Professional selected by Purchaser ("**Purchaser's Certified Professional**") to issue a No Further Action Letter for the Property (the "**NFA Letter**") which costs shall be reimbursable to Seller as a TIF funded task, consistent with the Remediation and Demolition Plans (which may provide for the placement of clean fill to achieve the relevant direct contact point of compliance under the Ohio VAP as a post-Closing obligation); (e) Purchaser's Certified Professional will collaborate, in good faith, with any Ohio VAP Certified Professional representing Seller, to confirm that the Property has been investigated and remediated to achieve applicable standards under the Ohio VAP for safe recreational use of the Property as a park open to the public as provided in the Remediation and Demolition Plans and as agreed and confirmed by the Ohio Environmental Protection Agency ("**Ohio EPA**"), pursuant to technical assistance under the Ohio VAP ("**Technical Assistance**"); (f) Pursuant to and in accordance with the "Budget" as defined in the IDA, Seller will pay all reasonable costs for Purchaser's Certified Professional in connection with the NFA Letter and for Technical Assistance within thirty (30) days of any invoice therefore

presented to Seller, which costs shall be reimbursable to Seller through available TIF funds; and (g) At Purchaser's option and at Purchaser's cost through the use of TIF funds, Purchaser may request the Purchaser's Certified Professional to submit the NFA Letter for a Covenant Not to Sue under the Ohio VAP from the Director of the Ohio EPA (a "CNS") provided, however, the issuance of a CNS shall not be a condition of the Closing for the Property to be acquired by Purchaser. Seller and Purchaser shall collaborate to include adequate budgets and funding in any TIF legislation for Purchaser's project, reasonably acceptable to Seller and Purchaser, to perform any post-Closing activities identified in the Remediation and Demolition Plans. Subject to the foregoing provisions, Seller shall use best efforts and weather permitting, to complete the Seller's Required Pre-Closing Remediation and Demolition Work on or before December 31, 2025, excluding any work scope being performed so the Purchaser can obtain the NFA, subject to *force majeure* and other delays beyond Seller's reasonable control and, upon completion, shall provide a legal survey of the Property reasonably acceptable to Purchaser. Purchaser and Seller have entered into a separate agreement following execution of the Letter of Intent attached to the IDA setting forth which physical structures will remain on the Property including, but not limited to, utility connections and service infrastructure, lakefront water intake structures and temporary storm water protection facilities. Seller does not guarantee that such structures shall remain intact following completion of the Seller's Required Remediation and Demolition Work. Nothing in this Agreement would restrict Purchaser from making property improvements to a higher standard of cleanup after Closing using available TIF or alternate funding sources. If such higher cleanup standard is desired after Closing, TIF funds or brownfield grant funds would cover this cost increment to meet residential cleanup standards.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as set forth in this Section 7.01:

- (a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Ohio.
- (b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date:
 - (i) do not violate the formation documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the consent of the members of Seller and the appropriate and necessary action has been taken by the authorized representatives on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.
- (c) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any regulations promulgated thereunder, as amended.
- (d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.
- (e) Seller has not entered into any service or equipment leasing contracts relating to the Property that shall survive the Closing hereunder. There are no contracts or agreements of any kind

pertaining to the Property including, without limitation, any of the same in connection with the maintenance, service, ownership and/or operation of the Property which will survive the Closing.

(f) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) There is no option to purchase, right of first refusal to purchase or agreement of any kind for the sale and purchase of the Property, or any portion thereof, to any person or entity.

(h) To the best of Seller's knowledge, except as disclosed in environmental reports delivered to Purchaser and the Required Remediation and Demolition Work, no leak, spill, discharge, emission or disposal of Hazardous Materials (as such term is hereinafter defined) has occurred on, beneath or about the Property, and the soil, groundwater and soil vapor on or under the Property is free of Hazardous Materials as of the date hereof. Seller has not received any written notice from any governmental agency or any other person or entity advising it that a breach of any Environmental Laws (as such term is hereinafter defined) may have occurred or that Seller may be responsible for any costs, fees, damages or expenses related to a release or disposal of Hazardous Materials on the Property. To the best of Seller's knowledge and except as disclosed in environmental reports delivered to Purchaser and the Required Remediation and Demolition Work, there are no known, nor have there been any Hazardous Materials generated, transported, released, stored, buried or deposited over, beneath, in, on or about the Property from any source whatsoever, and no leak, spill, discharge, emission or disposal of Hazardous Materials has occurred on the Property. The term "**Hazardous Materials**" as used in this Agreement shall mean "hazardous substances," "hazardous materials," "pollutants," "contaminants," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; "hazardous chemicals" as defined under OSHA's hazard communication standard, 29 C.F.R. Section 1910.1200; and those substances defined as "hazardous wastes" or as "hazardous substances" under the laws of the State of Ohio, including, but not limited to the Ohio VAP, and in the regulations adopted, published and/or promulgated pursuant to such laws or in substitution or amendment of such laws, and shall include asbestos, lead and petroleum, including any fraction thereof. The term "**Environmental Laws**" shall include any federal, state, county or local law, ordinance, statute, rule or regulation relating to the following: air; water; the production, generation, release, storage, labeling or disposition of Hazardous Materials; or the protection of human health, safety or the environment.

(i) As provided in Exhibit E hereto, following completion of Seller's Required Remediation and Demolition Work, Seller represents, warrants and covenants there will be no remaining financial or environmental liabilities associated with the work performed as part of the Seller's Required Remediation and Demolition Work.

(j) Seller shall complete, at its own cost, the shutdown and full decommissioning of the coal power plant and associated infrastructures and all of the Seller's Required Remediation and Demolition Work on the Property at Seller's sole cost and expense, except as specifically provided in this Agreement.

(k) That no labor, materials or services have been furnished by or at the direction of a Seller or Seller's licensees, employees or agents, on or about the Property, which have not been paid for in full, and no mechanic's or materialmen's liens or claims might arise on account thereof. Seller shall pay or perform when due any and all liabilities and obligations of Seller arising out of or in connection with the ownership, operation and maintenance of the Property prior to Closing.

Section 7.02 Survival and Seller Indemnification. Seller's representations, warranties and covenants made in this Agreement shall be remade by Seller as of the Closing and shall survive the Closing for a period of eighteen (18) months after all of Seller's Required Remediation and Demolition Work on the Property has been completed, to the sole but reasonable satisfaction of the Purchaser (the "**Indemnity Time Limit**"). Seller shall deliver to Purchaser all notices and additional information and documentation that Seller hereafter obtains or becomes aware of that would cause any of Seller's representations contained in this Agreement to be untrue on the Closing Date. Subject to the Indemnity Time Limit, Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns, harmless from any and all loss, liability, damage, cost or expense, including reasonable attorneys' fees, experts' fees and court costs, that Purchaser incurs because of the breach of any of the Seller's covenants, representations and/or warranties as set forth in this Agreement, including, without limitation, as set forth above in Section 7.01, whether such breach is discovered before or after the Closing. Notwithstanding the foregoing, as used herein (a) the term "Seller's knowledge" or "to the best of Seller's knowledge" or words of similar import and interpretation shall mean and be limited to the actual present knowledge of Seller's authorized representative, Mr. Scott Reschly. Charah Environmental Redevelopment Group, LLC ("Charah"), Seller's parent company, agrees to guarantee the performance of Seller's indemnification obligations contained in this Section 7.02, which shall survive during the Indemnity Time Limit or such longer period in the event Purchaser files a claim for indemnification which has not been fully resolved by the Parties within that Indemnity Time Limit. Seller must demonstrate to Purchaser that Charah has adequate financial resources to support the indemnification obligations of this Section 7.02 to Purchaser before the Closing, to Purchaser's sole satisfaction. Seller represents, warrants and covenants that Charah's financial net worth to support this indemnification obligation shall not be less than Two Million Dollars (\$2,000,000) during the Indemnity Time Limit. The provisions of Section 7.02 shall survive the Closing.

Section 7.03 Purchaser's Acknowledgements. Purchaser hereby acknowledges and confirms to Seller on and as of the date of this Agreement and on and as of the Closing Date as set forth in this Section 7.03:

(a) Purchaser is validly existing and authorized political subdivision of the State of Ohio.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the power and authority of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolution, ordinance or other official action adopted by Purchaser and the appropriate and necessary action has been taken on the part of Purchaser. This Agreement is valid and binding upon Purchaser.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound, by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and

deliver on the Closing Date; or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) Except as disclosed to Seller on Exhibit F hereto, there are no actions, lawsuits, litigation, or proceedings pending or threatened in any court, or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement.

(e) Except for the express representations, warranties and covenants of Seller found in Section 7.01, the obligations of Seller with respect to the Required Remediation and Demolition Work and the Post-Closing Remediation and Demolition Work and as otherwise specifically provided in this Agreement, Purchaser acknowledges that it is acquiring the Property on an "**AS-IS, WHERE IS**" basis, without any representation or warranty of any kind or nature whatsoever, express or implied with respect to the Property or any other matters except as expressly set forth herein, and Purchaser acknowledges that no such representations, warranties or covenants have been made except as set forth in writing herein.

Purchaser's acknowledgement and confirmation of the foregoing matters shall be remade by Purchaser as of the Closing and shall survive the Closing. Purchaser shall deliver to Seller all notices and additional information and documentation that Purchaser hereafter obtains or becomes aware of that would cause any of Purchaser's covenants, acknowledgements and confirmations contained in this Agreement to be untrue on the Closing Date. Purchaser shall be liable and responsible for any and all reasonable loss, liability, damage, cost or expense, including reasonable attorneys' fees and court costs, that Seller incurs because of the breach of any of the Purchaser's covenants, acknowledgements and confirmations as set forth in this Agreement, including, without limitation, as set forth above in this Section 7.03, whether such breach is discovered before or after the Closing.

ARTICLE VIII MAINTENANCE AND REPAIRS

Section 8.01 Maintenance and Repairs. Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to the Required Remediation and Demolition Work to be undertaken by Seller hereunder.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. Risk of loss to the Property from fire or other casualty shall be borne by Seller until the Closing, provided that if any part of the Property is substantially damaged or destroyed by fire or other casualty prior to the Closing, Seller shall immediately notify Purchaser of the same in writing and then Purchaser may: (a) elect to proceed with this transaction, in which event Purchaser shall be entitled to all insurance proceeds payable to Seller under any and all policies of insurance covering that part of the Property so damaged or destroyed; or (b) elect to terminate this Agreement, in which event both Purchaser and Seller shall be released from all further liability hereunder and the Deposit shall be promptly returned to Purchaser.

ARTICLE X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, requests, consents, approvals, waivers or other communications (for purposes of this Section 10.01 collectively referred to as “**Notices**”) shall be in writing and delivered to Purchaser, Seller or Escrow Agent, at the addresses set forth in Section 10.02 below, by one the following methods:

- (a) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;
- (b) certified U.S. mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service;
- (c) email, whereby delivery is deemed to have occurred upon receipt, provided the notice is confirmed by one of the delivery methods identified in Section 10.01(a) or (b) above.

Section 10.02 Parties’ Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Avon Lake Environmental Redevelopment Group LLC
Address: 12601 Plantside
Louisville, KY 40299
Attention: Matthew Sutton
Email: msutton@charah.com

With a copy to:

Name: Rimôn, P.C.
Address: 980 N. Michigan Ave., Suite 1400.
Chicago, Illinois 60611
Attention: Robert H. Goldman, Esq.
Email: Robert.goldman@rimonlaw.com

If to Purchaser:

Name: City of Avon Lake
Address: 150 Belden Road
Avon Lake, Ohio 44012

Attention: Mark Spaetzel, Mayor; and Gary A. Ebert, Director of Law
Emails: Mspaetzel@avonlake.org; GAEBert@avonlake.org

With a copy to:

Name: Berns, Ockner & Greenbeger LLC
Address: 3201 Enterprise Parkway, Suite 220
Beachwood, Ohio 44122
Attention: Jordan Berns, Esq. And Majeed G. Makhoulf, Esq.
Emails: jberns@bernsokner.com; mmakhoulf@bernsokner.com

With a copy to:

Name: Todd S. Davis, Esq.
Address: 30799 Pinetree Road #209
Pepper Pike, Ohio 44124
Email: tdavis@hemispheredev.com

If to Escrow Agent:

Name: Erie Commercial Title
Address: 868 Corporate Way
Westlake, Ohio 44145
Attention: Jackie Shear
Email: jacquelineshear@ecommtitle.com

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI REMEDIES FOR FAILURE TO CLOSE

Section 11.01 Remedies for Failure to Close.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and Seller is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof and such failure continues for ten (10) days after receipt of written notice of such default from Seller (a "**Purchaser**

Default”), Seller’s sole and exclusive remedy shall be to retain the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for Purchaser’s Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, and such failure continues for ten (10) days after receipt of written notice of such default from Purchaser (a “Seller Default”), Purchaser’s sole and exclusive remedy shall be to receive the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for Seller’s Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH PURCHASER MAY SUFFER UPON A SELLER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT PURCHASER WOULD SUFFER UPON A SELLER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(c) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits, and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller via a wire transfer in accordance with the procedure set forth in Section 3.01(b) above.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5)-day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment,

Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court.

Section 12.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document that is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in Ohio; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 12.03 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XIII CONFIDENTIALITY

Section 13.01 Confidential Information. Except as provided herein, Purchaser agrees to maintain the confidentiality of the Feasibility Materials and not to disclose the same, except as may be required by applicable law, including, but not limited to, the Ohio Public Records Act and the Ohio Open Meetings Act. Purchaser agrees that it shall not disclose to any third-party, except Purchaser's agents, advisors, consultants and attorneys

which have agreed to maintain the confidentiality of any and all of trade secrets, confidential business information, which Seller identifies in writing as being “confidential” (collectively with the Feasibility Materials the “**Confidential Information**”); and Seller hereby certifies and warrants that it will only designate information which Seller reasonably believes properly qualifies as a trade secret under Ohio law and is exempt from disclosure under the Ohio Public Records Act as “Confidential Information” pursuant to this provision. Purchaser shall, upon a request by any third-party for any Confidential Information either under the Ohio Public Records Act (Ohio Revised Code Section 149.43 or its successor statute) or otherwise and, before disclosing any Confidential Information to any third-party shall immediately notify Seller and Seller shall be given sufficient time to take court action or otherwise prevent such disclosure. Seller shall fully defend Purchaser at Seller’s sole expense and Seller shall indemnify Purchaser for any and all liabilities, penalties and damages incurred by Purchaser for its non-disclosure of Confidential Information that is in violation of Ohio law. For purposes of clarity, this Agreement may be publicly disclosed by Purchaser as being negotiated by the parties pursuant to the IDA and IDA Letter of Intent and for purposes of seeking approval by the Avon Lake City Council. Additionally, the parties agree to identify a process for disclosing environmental information to the public in connection with the submittal of the NFA Letter as described in Section 6.02.

ARTICLE XIV BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Avison Young which shall be paid by Seller. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any other broker or other person for any brokerage commissions, finder’s fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all reasonable losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys’ fees, court costs, and interest.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XV MISCELLANEOUS

Section 15.01 Governing Law; Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Ohio. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the parties’ intent to the maximum extent permitted by applicable legal requirements. Venue for any dispute between the parties over or arising out of the terms of this Agreement will be the state or federal courts located in or serving Lorain County, Ohio.

Section 15.02 Merger; No Representations. This Agreement and the IDA, incorporated by reference as an Exhibit hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full

investigation, no party relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Merger. Except as otherwise expressly set forth in this Agreement (including the survival periods set forth in Article VII) all warranties, representations, obligations, covenants and agreements contained herein shall survive the Closing in accordance with the terms and conditions set forth herein and shall not be merged with any instruments delivered by Seller to Purchaser at the Closing.

Section 15.04 Limitation of Personal Liability.

(a) No representative, officer, member, director, shareholder, agent or employee of Seller, nor any Seller Related Party, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officials, trustees, officers, agents or employees of Purchaser, nor any Purchaser Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

Section 15.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Ohio.

Section 15.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 15.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 15.09 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably

required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Ohio and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.11 Time Is of the Essence. The parties hereto acknowledge and agree that TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this Agreement. Both parties agree to perform all obligations set forth in the Agreement in accordance with the schedules and deadlines set forth herein. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 pm (Central Time) on such date, provided that such action must be completed by 11:59 pm (Central Time) with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 15.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.16 Parties Bound. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended or shall be construed to confer upon any entity or person other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

Section 15.17 Electronic Execution. For purposes of executing this Agreement, a document signed and transmitted by electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of either party, any document sent by electronic communication shall be re-executed in original form. No party hereto may raise the use of electronic

communication, or the fact that any signature was transmitted through the use of electronic communication as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

CITY OF AVON LAKE, OHIO

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Director of Law
City of Avon Lake, Ohio

SELLER:

AVON LAKE ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

ESCROW AGENT:

Erie Commercial Title

By: _____
Jacqueline Shear
Commercial Escrow Officer

GUARANTOR:

CHARAH ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

EXHIBITS A AND B

PLAT AND LEGAL DESCRIPTION

EXHIBIT C

INTERIM DEVELOPMENT AGREEMENT

EXHIBIT D

DEED

LIMITED WARRANTY DEED

_____ (“Grantor”), for One Dollar and other valuable consideration (\$1.00 and O.V.C.) paid, grant(s), with limited warranty covenants, to _____ (“Grantee”), whose tax-mailing address is _____, the following described real property:

See Exhibit A, attached hereto and incorporated by reference herein

Commonly known as:

Parcel Nos.:

Prior Instrument Reference: Vol. _____, page _____ of Lorain County, Ohio records.

Subject to (i) taxes and assessments, both general and special, which are not yet due and payable; (ii) restrictions, covenants, easements and reservations set forth on Exhibit B attached hereto and incorporated by reference herein; and (iii) all legal highways.

TO HAVE AND TO HOLD the above granted and bargained Premises unto the said Grantee, its successors and assigns, forever.

Witness my hand this _____ day of _____, 202__.

GRANTOR:

[GRANTOR NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE]

By: _____

Name:

Title:

STATE OF OHIO)
COUNTY OF [COUNTY NAME])

ss.

The foregoing instrument was acknowledged before me this [DAY] day of [MONTH], [YEAR], by [OFFICER OR AGENT NAME], [OFFICER OR AGENT TITLE] of [ENTITY NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE], on behalf of the [ENTITY TYPE].

Notary Public

Print Name: _____

Notary Expiration:

This instrument prepared by:

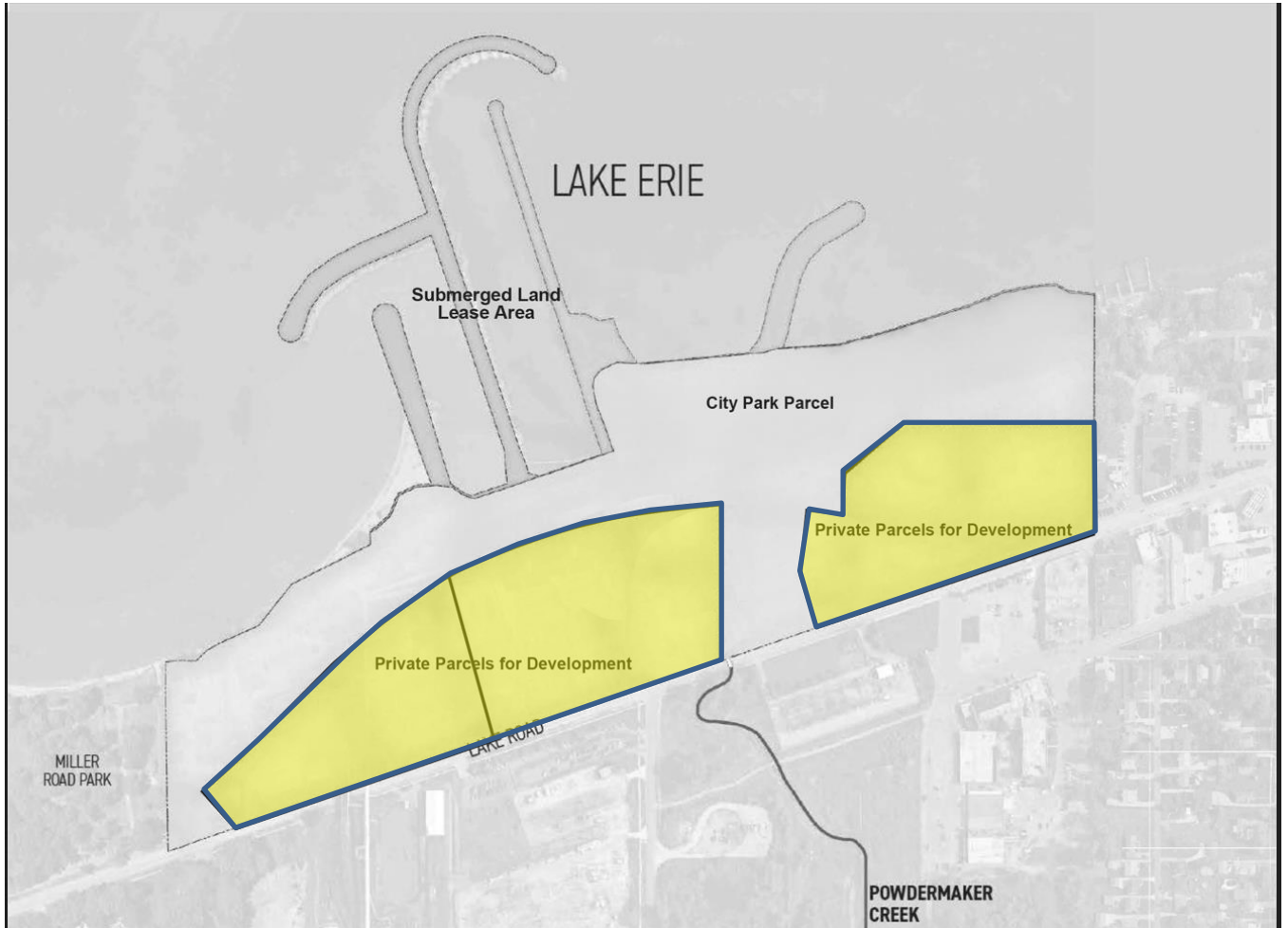
[PREPARER NAME]

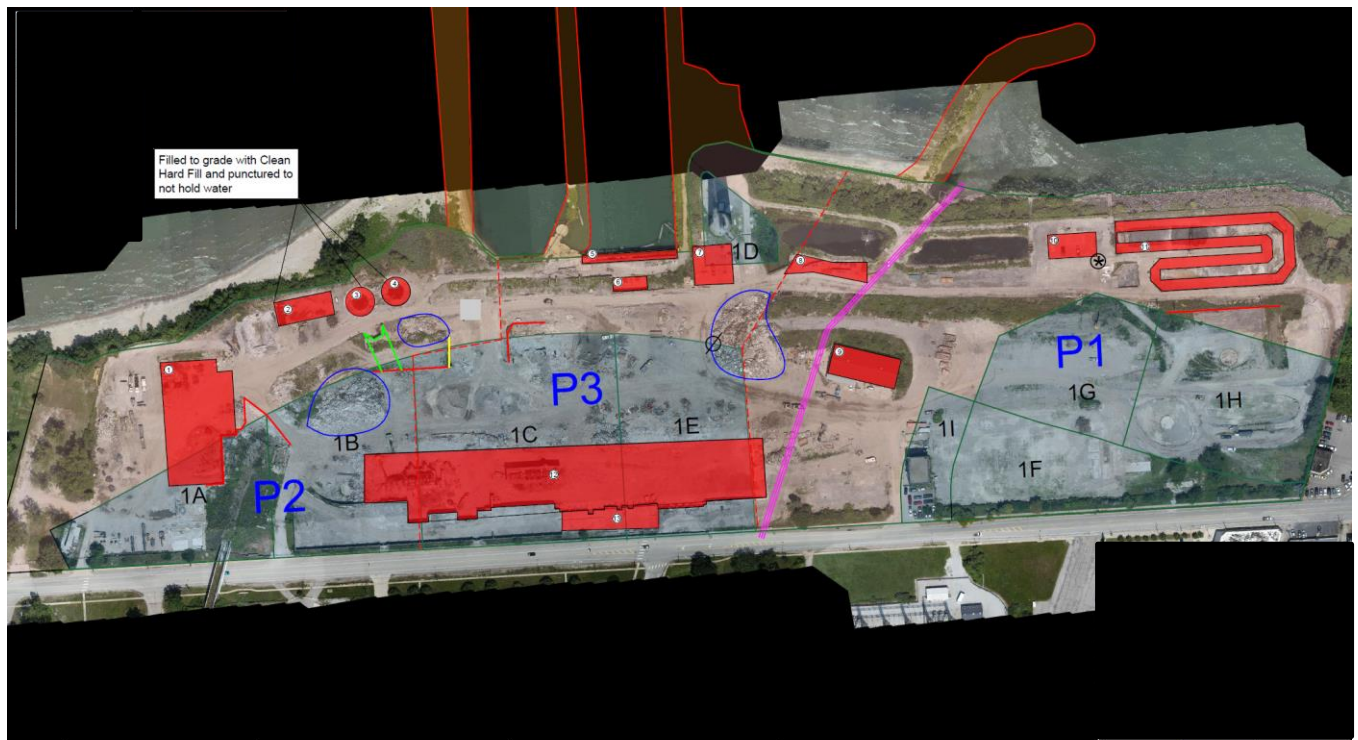
[ADDRESS]

[CITY], [STATE] [ZIP CODE]

EXHIBIT E

REMEDATION AND DEMOLITION PLANS





Date 1/16/2025 21-071	Building Slabs in Place Property Transfer	 Avon Lake ENVIRONMENTAL REDEVELOPMENT GROUP, LLC.  28035 N. Herby Dr. Unit 120 Lake Bluff, IL 60044  the deigan group environmental managers/consultants Approved By: GD Drawn By: CB	<table><tr><th colspan="4">REVISIONS</th></tr><tr><th>No.</th><th>Date</th><th>Description</th><th>By</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	REVISIONS				No.	Date	Description	By													   Sump Removed  UST Removed	 Concrete Stockpiles
REVISIONS																									
No.	Date	Description	By																						
G100	Plans Prepared For: ALERG 33570 Lake Rd., Avon Lake, OH, 44012																								

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
1. Demolition	All buildings and structures on the Property shall be demolished and appropriately removed from the Property in accordance with applicable Environmental Laws. All above grade structures will be demolished to the top of the slab, except for the structures identified in red highlight as shown on Figure G-100. Slabs will remain in an "as-is" condition but be modified to not allow entrapment of water and to pass drainage. All protrusions will be cut to top of the land-grade slab. Crushed clean hard fill will be characterized to demonstrate that the processed material is not	The draft TIF Project Budget has line items for additional slab and foundation demolition and concrete crushing. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds. Concrete stockpiles will remain on the Property until addressed through grading and park development work paid for by TIF funding as approved by Purchaser.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	characteristically hazardous and either meets Property-specific standards under the Ohio VAP or required to be placed under an engineering control or within a risk mitigation plan area. Concrete stockpiles will remain as shown on Figure G-100. Concrete piers and columns will be removed to approximate adjoining land grade, except those areas shown on Figure G-100, which will be addressed with TIF funding as park land use/redevelopment becomes further defined. All Hazardous Materials, as defined in the Agreement, will be removed. Purchaser must approve the adequacy of TIF funding to address all Post-Closing Actions as a condition of Closing.	
2. Screen House/Formal Water Intake Building Demolition	The Former Water Intake Building shall be demolished as follows: 1. All asbestos and Hazardous Materials shall be removed. 2. The building shall be de-energized and all utilities cut/capped. 3. The floor openings and drain lines shall be covered by steel plating or plugged with flowable cement fill. 4. Building and interior structures taken down to top of slab. 5. The walkway grate and rails shall remain in place or a fence will be erected. 6. No in-water or underwater structures shall be removed. 7. The intake screens that are partially submerged will be removed. 8. Submerged structures and equipment will remain in their current, "as-is" condition to include pillow locks/gears that support the traveling intake	N/A

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	screens that are being removed, metal utility shed, boat davit, and a breakwater light. All water intakes were capped with a slurry-cement mixture to prevent water intrusion prior to demolition start. All Hazardous Materials, as defined in the Purchase Agreement, will be removed.	
3. Remediation of Property	The Property will be remediated by Seller to meet applicable standards under the Ohio VAP, for the Property's intended use as a public park, as provided in the Agreement. In connection therewith, the Seller and the Purchaser agree to approach certain remedial activities required as part of the "Seller's Required Remediation and Demolition Work," as more particularly described below. Notwithstanding the foregoing, the Purchaser's Certified Professional must be willing and able to issue the NFA Letter, as stated in the Agreement, to satisfy this condition. Seller understands that NFA may be issued without having placed clean cover soil prior to the Closing Date. For purposes of clarity, in the event of any conflict between the provisions of this "Remediation and Demolition Plans" attachment and the Agreement, the Agreement shall control. Purchaser must approve the adequacy of TIF funding to address all Post-Closing Actions as a condition of Closing.	The draft TIF Project Budget has line items for additional clean soil being placed to achieve applicable standards under the Ohio VAP, as defined in the Agreement, first using available grant funding, and second, utilizing available TIF funding. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds as approved by Purchaser.
a. Former Wastewater Ponds	The former primary, secondary, and oily ponds will be dredged of any sediment/sludge and sidewall/bottom soils and such material will be removed for off-site disposal. Once sediment/sludge/sidewall/bottom soils removal is complete, pond bottom and sidewalls will meet Ohio VAP applicable standards, as defined in	The draft TIF Project Budget has line items for additional clean fill being placed in the former ponds. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds as approved by Purchaser.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	the Agreement. Concrete sidewalls of the Oily Pond will remain in place, sheet pile retaining walls of the ponds will be left in place.	
b. Powdermaker Creek Tunnel	Powdermaker Creek Tunnel will not be disturbed and will remain as a subsurface structure. Backfill soil may be placed and compacted on the structure as necessary to achieve applicable standards under the Ohio VAP as defined in the Agreement. All complete or partially complete exposure pathways associated with the Powdermaker Creek Tunnel will be subject to assessment to include: 1) upstream and downstream sediment and water quality sampling and analysis, 2) placement of borings/monitoring wells on each side of the tunnel to determine inflow or outflow to culvert and water quality for inflow conditions. At a minimum, exposure pathways include surface water and sediment to off-Property receptors (i.e., Aquatic Life, Recreational user, Drinking Water Intake from Lake Erie) and potential groundwater to surface water, including anthropogenic upstream watershed background water quality contributions to the Creek Tunnel. The condition of the Tunnel structure will need to be safely determined as part of the NFA schedule.	N/A
c. Abandoned in-place underground storage tanks	As shown on Figure G-100, a single 10,000 gallon abandoned in place former underground storage tank ("UST") has been removed. A former 2,800 gal. drainage sump abandoned in place has been removed. Phase II ESA investigation sampling and analysis will confirm no releases of Hazardous Materials, as defined in the Agreement, shall remain above applicable standards under the Ohio	N/A

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	VAP or other applicable laws and regulations.	
d. Graded Surface Conditions	Surface conditions will be left in one or more of the following conditions: 1) existing asphalt or concrete paving or surface slab and shown in Figure G-100 shall remain in place, 2) appropriately characterized crushed clean hard fill, 3) Soil stabilized with seeded vegetative cover when seasonal weather permits, or 4) surface aggregate. Grades will slope to the lower grades adjoining the perimeter fence along Lake Erie. No filling will take place in the regulated Lake Erie ordinary high-water mark ("OHWM"). Ponds will not be backfilled.	The Draft TIF Project Budget provides line items for cut and fill of the Property to address future Purchaser end use plans. Any grading will be conducted after the Closing as contracted by the Purchaser using TIF funding.
e. Direct Contact Soil Conditions	The upper 2-ft. Ohio VAP point of compliance soil will meet applicable standards as defined in the Agreement. Clean backfill soil will be placed and compacted as necessary to achieve the Ohio VAP 2-ft. point of compliance for direct contact post-Closing. For purposes of clarity, notwithstanding the 2-ft. point of compliance for direct contact, the entire Property will be evaluated through a Property-Specific Risk Assessment to demonstrate that applicable standards under the Ohio VAP have been achieved for the Property's intended use as a public park. Seller understands that NFA may be issued without having placed clean cover soil prior to the Closing Date.	The draft TIF Project Budget has line items for additional clean fill, that meets applicable standards under the Ohio VAP, being placed as part of a future park grading plan. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF or grant funds as approved by Purchaser.
f. Uppermost Groundwater Quality Conditions	Groundwater monitoring wells installed by Seller's Phase II ESA work will be left in place as-is for Purchaser's use in obtaining a post-Closing Covenant Not To Sue ("CNS") under the Ohio VAP.	The cost for properly closing all groundwater monitoring wells in accordance with applicable Ohio laws and regulations shall be included in the TIF budget to be performed by Purchaser post-Closing utilizing TIF funding.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
g. Subsurface Free Product/ High Concentration Source Areas	Subsurface free product and high concentration source areas have not been encountered in site-wide Phase II investigations, to date. If or when encountered, potential contaminant source areas will be remediated to applicable standards under the Ohio VAP, as defined in the Agreement.	N/A
4. Stack 7 Security/Access Easement	Prior to closing and with approval from Purchaser that the fence installation will not impact public park grading work, Private Parcel 1D will be secured from adjoining Public Parcels with a visually acceptable 10-ft. high fence, reasonably approved by both parties. An access easement through the public park will be required.	N/A
5. Transformers and Utility Poles	At the present time there are no permanent utilities provided on the site. Temporary transformer and utility poles easements will be in place at time of Property Closing. Temporary or private utility lines provide electricity to the site and Stack 7 and the leases for Stack 7 provide the language to allow temporary easements for utilities to serve the site and for those easements to be relocated if/when permanent utility infrastructure is installed.	N/A
6. Perimeter Fence	The existing perimeter fence will be left in "as-is" existing condition. The brick wall along Lake Road will be removed. No demolition or remediation work will take place beyond the existing perimeter fence.	N/A

EXHIBIT F

PENDING LITIGATION

EXHIBIT G

ACCESS AND CONSTRUCTION EASEMENT FOR SUBMERGED LAND LEASE

(To be recorded by Seller as a Permitted Exception)

EXHIBIT H

ACCESS AND UTILITY EASEMENT FOR STACK 7

(To be recorded by Seller as a Permitted Exception)

EXHIBIT I

BIKE PATH EASEMENT

(To be recorded by Seller as a Permitted Exception)

AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO
TODD DAVIS, ESQ., AND DECLARING AN EMERGENCY.

WHEREAS, the Administration and Council have authorized Todd Davis, Esq., to represent the City in the Brownfield Redevelopment and the West End Redevelopment, including the property formerly known as the NRG Power Plant.

WHEREAS, Council authorized the continued legal services of Todd Davis, Esq., by Ordinance No. 24-161; and

WHEREAS, the City requires additional legal representation for the ongoing development of the Power Plant property to ensure compliance with all applicable laws, facilitate redevelopment agreements, and protect the City's interests.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Todd Davis, Esq., be and is hereby authorized and directed to continue to provide legal services for Brownfield Redevelopment of the west end of the City.

Section No. 2: Council authorizes the appropriation of additional funds for continued legal services from Todd Davis, Esq., for an amount not to exceed \$50,000.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing legal counsel for Brownfield Redevelopment of the west end of the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE CREATING THE TOWN CENTER TAX INCREMENT FINANCING INCENTIVE DISTRICTS, DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION, REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS, AUTHORIZING SCHOOL COMPENSATION PAYMENTS, SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, this Council desires to facilitate the development of certain public infrastructure relating to two residential subdivisions with approximately 101 single-family homes within the City (the “Project”); and

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes and require the distribution of a portion of the service payments to the Avon Lake City School District and the Lorain County Joint Vocational School; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Town Center Incentive District #1 and the Town Center Incentive District #2 (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO, THAT:

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive Districts. This Council hereby: (i) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure

Improvements, (iv) finds and determines that the City sent written notice of the public hearing regarding this Ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner's property from the Incentive District, (vi) finds and determines that notice of this Ordinance has been delivered to the Avon Lake City School District and the Lorain County Joint Vocational School in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83, and (vii) finds and determines that notice of this Ordinance has been delivered to the Lorain County Commissioners in accordance with and within the time periods prescribed in the TIF Act. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2024 and the taxable value of all real property in the City that would have been taxable in tax year 2024 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2024. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by Ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the "Public Infrastructure Improvements"): roadway improvements, water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, parks and recreation facilities located within one mile of any Incentive District, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year that begins after the effective date of this Ordinance and in which an Improvement (as defined below) attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any Parcel within the applicable Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in ORC Section 5709.40(A)) is a public purpose, with 100% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Lorain County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

SECTION 5. TIF Fund. This Council hereby establishes the Town Center Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, during the Incentive District Life for the Incentive District, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first to the Avon Lake City School District and the Lorain County Joint Vocational School, each an amount equal to the amount the respective school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the parcels located within the school districts if the Improvement had not been exempt from taxation pursuant to this Ordinance, and (ii) second, to the City for deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. The distribution from the County Treasurer to the City required under this Section is requested to be made at the same time and in the same manner as real property tax distributions. The City shall make all distributions requested under clause (i) of this Section to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the Director of

Finance, the Director of Law, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 8: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 9: Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 10: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to increase Service Payments available to the City to support public infrastructure projects; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

[Balance of Page Intentionally Left Blank]

1st Reading:

2nd Reading:

3rd Reading:

PASSED: _____, 2025

President of Council

POSTED: _____, 2025

APPROVED: _____, 2025

ATTEST: _____
Clerk of Council

Mayor

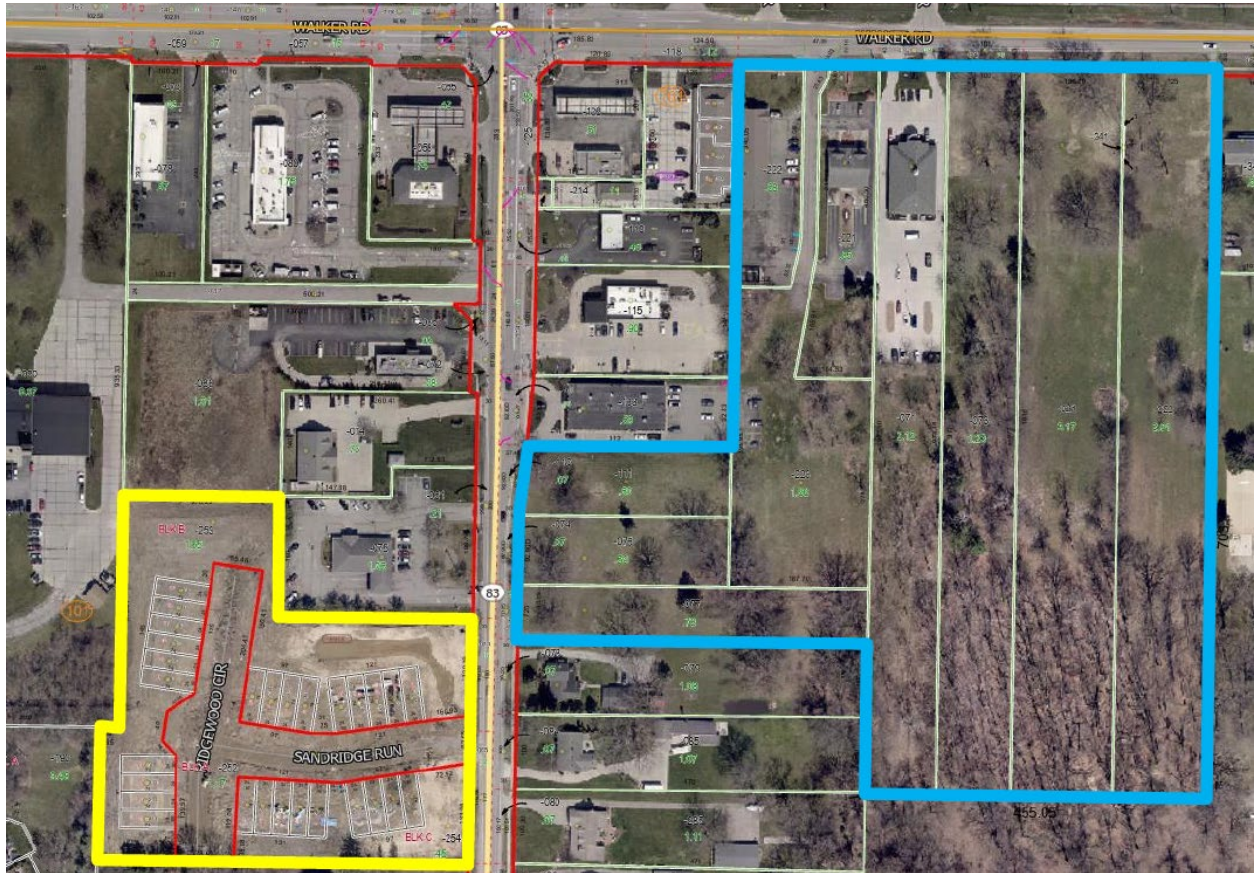
I, Valerie Rosmarin, Clerk of Council of the City of Avon Lake, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance No. 25-_____ passed on _____, 2025, by the Avon Lake City Council.

Clerk of Council
City of Avon Lake, Ohio

EXHIBIT A

IDENTIFICATION AND MAPS OF THE INCENTIVE DISTRICTS

The areas outlined in yellow and blue on the following two maps identify the Incentive Districts



AN ORDINANCE APPOINTING AUSTIN PAGE, PLANNING AND ZONING MANAGER, AS CODE ADMINISTRATOR PURSUANT TO PLANNING AND ZONING CODE SECTION 1212.05, REPEALING ORDINANCE NO. 23-13, AND DECLARING AN EMERGENCY.

WHEREAS, Section 1212.05(a) of Avon Lake's Planning and Zoning Code states that the Code Administrator shall be established to aid in the administration and enforcement of the Code; and

WHEREAS, Section 1212.05(b) details the Roles and Powers of the Code Administrator, and Section 1212.05(c) details the Decisions of the Code Administrator; and

WHEREAS, Ted Esborn, Community Development Director, has served as the Code Administrator since the inception of the new Planning and Zoning Code and was officially appointed to that role in 2023 by Ordinance No. 23-13; and

WHEREAS, between 2022 and 2025, Austin Page, Planning and Zoning Manager, has developed extensive expertise in the Planning and Zoning Code through his zoning reviews for permits and his administration of the Zoning Board of Appeals; and

WHEREAS, Community Development Director Esborn has recommended the appointment of Mr. Page as Code Administrator, based on his expertise and knowledge of the Code, and to enhance the efficiency and organization of the Community Development Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Austin Page, Planning and Zoning Manager, is hereby appointed as Code Administrator for the City of Avon Lake, as defined in Section 1212.05 of the Planning and Zoning Code.

Section No. 2: That Ordinance No. 23-13 is hereby repealed.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide for the health, safety, and welfare of the citizens of Avon Lake by designating the Code Administrator for the City. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



To: Honorable President, Members of Council, and Mayor

From: Beth Krosse, Finance Director

Subject: **Ordinance** to Amendment to the 2025 Appropriations

Date: October 27, 2025

Attached, for information purposes only, is a copy of the budget amendments that are incorporated in Exhibit A of this Ordinance.

Due to the increase in income tax, an adjustment of \$90,000 is requested for the RITA administrative fee in General Fund 101. An increase in income tax refunds as recorded per the RITA and net profits reports is requested for Income Tax Fund 204.

A \$20,000 adjustment for Microsoft 365 training in the Communications/Technology fund 210 is offset by the expected refund revenue from Cleveland State University.

Due to one-time processing of prior years' unclaimed funds, a number of adjustments are requested for various funds.

Also included are adjustments requested and approved by Avon Lake Regional Water.

All appropriation additions/reductions are within revenue projections, including carryover balances.

If you have any questions, please call me

c. File

Budget Amendment Detail - Ord. # 25-xxx AC CMS			
Budget Transfers			
<u>From</u>	<u>Amount</u>	<u>To</u>	<u>Description</u>
Budget Adjustments			
	<u>Amount</u>	<u>To</u>	<u>Description</u>
	900.00	101.031.000.53623	Fire Dept. supplies - poster contest donations
	90,000.00	101.110.000.53701	RITA income tax retainer - tax collections higher
	15,000.00	101.130.000.53701	Legal Contractuals
	5,323.19	202.054.000.53607	Mini Excavator accident - insurance reimbursed
	70,473.95	203.054.000.55001	Reclass crack seal unit from 202
	62,750.00	203.054.000.55004	Reclass crack seal project from 207
	320,000.00	204.120.000.59902	Income Tax refunds under budget - state refund
	21,872.60	207.024.000.55008	2 of 5 Tennis Court payment - Avon Lake Schools
	60,660.00	207.050.000.55001	Ord 25-159 Mannik -sidewalk increase
	20,000.00	210.025.000.53500	Training - Microsoft 365 -Cleveland State -refundable
	5,474.35	215.150.000.53606	Court computer costs
	7,036.75	446.024.000.55003	ALPS - PO closed in error- rebudget PO 24-1728
	81,362.26	101.120.000.59600	2017-2024 transfer of unclaimed funds- General Fund
	132.81	206.032.000.59600	2017-2024 transfer of unclaimed funds- Paramedic Fund
	5,491.87	207.120.000.59600	2017-2024 transfer of unclaimed funds- Capital Fund
	27.90	210.025.000.59600	2017-2024 transfer of unclaimed funds- Comm/Tech Fund
	397.00	237.150.000.59600	2017-2024 transfer of unclaimed funds- Court IDIAM Fund
	6,312.20	240.024.000.59600	2017-2024 transfer of unclaimed funds- Recreation Fund
	1,500.00	612.110.000.53901	Unclaimed funds - reissue of employee reimbursement checks
	3,895.00	101.010.000.53710	Property insurance increase
	2,351.00	101.031.000.53710	Property insurance increase
	2,507.00	101.054.000.53710	Property insurance increase
	302.00	101.150.000.53710	Property insurance increase
	200,000.00	701.180.000.53612	Avon Lake Regional Water adjustment
	25,000.00	701.180.000.53701	Avon Lake Regional Water adjustment
	75,000.00	701.180.000.53703.001	Avon Lake Regional Water adjustment
	2,500,000.00	704.180.000.55007	Avon Lake Regional Water adjustment
	263,157.89	721.190.000.51102	Avon Lake Regional Water adjustment
	36,842.11	721.190.000.52209	Avon Lake Regional Water adjustment
	200,000.00	721.190.000.53701	Avon Lake Regional Water adjustment
	50,000.00	721.190.000.53907.003	Avon Lake Regional Water adjustment
	(100,000.00)	722.190.000.51102	Avon Lake Regional Water adjustment
	(200,000.00)	723.180.000.51102	Avon Lake Regional Water adjustment
	(47,419.26)	702.180.000.54905	Avon Lake Regional Water adjustment
	45,953.06	706.180.000.54905	Avon Lake Regional Water adjustment
	1,466.20	706.180.000.54906	Avon Lake Regional Water adjustment
	800,000.00	762.180.000.53704	Avon Lake Regional Water adjustment
	4,633,769.88	Net Budgetary Change - all funds	

License Plate Fees Analysis

Per ORC 4504.17, 4504.171, 4504.172, 4504.173

4 additional permissive taxes that can be enacted at \$5 per section per year

# of Taxes	Increase	Per Year	5 years Accum.	10 years Accum.	15 years Accum.	20 years Accum.
1	\$5	\$116,612	\$583,058	\$1,166,115	\$1,749,173	\$2,332,230
2	\$10	\$233,223	\$1,166,115	\$2,332,230	\$3,498,345	\$4,664,460
3	\$15	\$349,835	\$1,749,173	\$3,498,345	\$5,247,518	\$6,996,690
4	\$20	\$466,446	\$2,332,230	\$4,664,460	\$6,996,690	\$9,328,920

in 2025 payment for \$2,640,000 purchase = approximately \$ 331,000 payment per year for 10 years.

TAX YEAR 2026

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

September 15, 2025

The Budget Commission of LORAIN County, Ohio hereby makes the following Official Certificate of
Estimated Resources for the City of **AVON LAKE** for the CALENDAR YEAR Beginning January 1st, 2026

FUND	ESTIMATED UNENCUMBERED BALANCE January 1, 2026	REAL ESTATE TAXES	ESTIMATED LOCAL GOVERNMENT ALLOCATION 2026	OTHER SOURCES	TOTAL	ESTIMATED EXPENDITURES	OVER/UNDER REVENUE
General Fund	\$ 1,029,224.85	\$ 6,575,808	\$ 466,153.52	\$ 17,397,771.00	\$ 25,468,957.37	\$ 24,402,845.26	\$ 1,066,112.11
Tif Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Revenue Funds	\$ 3,058,383.60	\$ 2,748,114	\$ -	\$ 23,873,881.13	\$ 29,680,378.73	\$ 26,649,330.61	\$ 3,031,048.12
Debt Service Funds	\$ 1,597,290.35	\$ 339,241	\$ -	\$ 2,733,348.49	\$ 4,669,879.84	\$ 3,100,438.16	\$ 1,569,441.68
Capital Project Funds	\$ 3,038,580.70	\$ -	\$ -	\$ 900,000.00	\$ 3,938,580.70	\$ 1,000,000.00	\$ 2,938,580.70
Special Assessment Funds	\$ 1,333,562.51	\$ -	\$ -	\$ 39,000.00	\$ 1,372,562.51	\$ 2,100.00	\$ 1,370,462.51
Enterprise Funds	\$ 29,028,204.81	\$ -	\$ -	\$ 63,820,683.00	\$ 92,848,887.81	\$ 65,399,497.00	\$ 27,449,390.81
Internal Service Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust and Custodial Funds	\$ 84,401.08	\$ -	\$ -	\$ 6,500.00	\$ 90,901.08	\$ 6,500.00	\$ 84,401.08
TOTAL	\$ 39,169,647.90	\$ 9,663,163	\$ 466,153.52	\$ 108,771,183.62	\$ 158,070,148.04	\$ 120,560,711.03	\$ 37,509,437.01

The Budget Commission further certifies its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

DATE:
9/30/2025


BUDGET COMMISSION


BUDGET COMMISSION

Anthony Cillo
BUDGET COMMISSION



09/29/2025 12:17 PM EDT

AVON LAKE CITY

DIST# 11

August 29, 2025

2024/2025 TAX RATE CALCULATIONS

December 3, 2024 - Values Certified	ASSESSED VALUES			TOTAL VALUATION
	PU	RES/AGR	COM/IND	
	62,770,360	1,320,411,630	138,075,180	1,521,257,170

January 6, 2025 - Rates Certified

ABSTRACT OF TAX RATES

INSIDE MILLAGE	Full Rate	RES/AGR	Com/Ind
GENERAL FUND	3.600	3.600000	3.600000
POLICE PENSION	0.300	0.300000	0.300000
FIREMANS FUND	0.300	0.300000	0.300000
VOTED MILLAGE			
2008 BOND (\$4,500,000)	0.223	0.223000	0.223000
Renewal Passed 05/06/25			
2000 CURRENT EXPENSE	1.500	0.648135	1.081445
2012 AMBULANCE & E.M.S.	2.000	1.144132	1.441926
TOTAL MILLAGE	7.923	6.215267	6.946371

TAX CALCULATION

		INSIDE MILLAGE					TOTAL TAXES
		PU	RES/AGR	COM/IND			
3.600	GENERAL FUND	\$ 225,973	\$ 4,753,482	\$ 497,071	\$		5,476,526
0.300	POLICE PENSION	\$ 18,831	\$ 396,123	\$ 41,423	\$		456,377
0.300	FIREMANS FUND	\$ 18,831	\$ 396,123	\$ 41,423	\$		456,377
		OUTSIDE MILLAGE					
0.223	2008 BOND (\$4,500,000)	\$ 13,998	\$ 294,452	\$ 30,791	\$		339,241
	Renewal Passed 05/06/25						
1.500	2000 CURRENT EXPENSE	\$ 94,156	\$ 855,805	\$ 149,321	\$		1,099,282
2.000	2012 AMBULANCE & E.M.S.	\$ 125,541	\$ 1,510,725	\$ 199,094	\$		1,835,360

FUND TOTALS				
GENERAL FUND	\$	6,575,808	2025 HEALTH EXPENSES: \$	165,405.76
SPECIAL REVENUE	\$	2,748,114		
DEBT SERVICE	\$	339,241		
TRUST & AGENCY	\$	-		
TOTAL REAL ESTATE	\$	9,663,163		

SOURCE:
LORAIN COUNTY AUDITOR
TAX SETTLEMENT DEPARTMENT

SCHEDULE B

ESTIMATES
CALENDAR YEAR 2026

LEVIES INSIDE & OUTSIDE THE 10 MILL LIMITATION

SUBDIVISION: AVON LAKE CITY

2025 ESTIMATED VALUES & YIELDS

1. RES/AG
3. OTHER REAL
4. PUCO PERSONAL
6. RES/AG NEW CONSTR.
7. OTHER NE CONSTR.
8. TOTAL

2024 VALUES

11
Avon Lake City
\$1,294,475,820
\$136,617,760
\$62,770,360
\$25,935,810
\$1,457,420
\$1,521,257,170

FUND TYPE	PURPOSE	LAST YEAR VOTED	NO.# YEARS	TAX YEAR FIRST/LAST	COLL. YEAR FIRST/LAST	FULL MILLAGE	REDUCTION RES/AG OTHER	EFFECTIVE RES/AG OTHER	RES/AG	OTHER	PUCO PERSONAL	NEW CONSTRUCTION	TOTAL
SPEC REV	Fireman's Fund - Inside					0.300	0.000000 0.000000	0.300000 0.300000	\$388,343	\$40,985	\$18,831	\$8,218	\$456,377
GENERAL FUND	General Fund - Inside					3.600	0.000000 0.000000	3.600000 3.600000	\$4,660,113	\$491,824	\$225,973	\$98,616	\$5,476,526
SPEC REV	Police Pension Fund - Inside					0.300	0.000000 0.000000	0.300000 0.300000	\$388,343	\$40,985	\$18,831	\$8,218	\$456,377
GENERAL FUND	Renewal Passed 05/06/25 2000 CURRENT EXPENSE	2025	5	2025/2029	2026/2030	1.500	0.567910 0.279037	0.648135 1.081445	\$838,995	\$147,745	\$94,156	\$18,386	\$1,099,282
SPEC REV	2012 AMBULANCE & E.M.S.	2012	5	2024/2028	2025/2029	2.000	0.427934 0.279037	1.144132 1.441926	\$1,481,051	\$196,993	\$125,541	\$31,775	\$1,835,360
DEBT SERVICE	2008 BOND (\$4,500,000)	2008	20	2008/2027	2009/2028	0.223	0.000000 0.000000	0.223000 0.223000	\$288,668	\$30,466	\$13,998	\$6,109	\$339,241

COUNTIES THAT OVERLAP

RES/AG
OTHER
PU PERS
RES/AG NEW CONSTR.
OTHER NEW CONSTR.
TOTAL

\$0
\$0
\$0
\$0
\$0
\$0

\$0
\$0
\$0
\$0
\$0
\$0

INSIDE
OUTSIDE

4.200
3.723
7.923

6.215267
6.946371

RES/AG
OTHER

\$8,045,513
\$948,998
\$497,330
\$171,322
\$9,663,163



Rotz Investments, LLC - Zoning Map Amendment

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: October 1, 2025

Re: Case No. CPC-25-16, Rotz Investments, LLC Zoning Map Amendment for Parcel No. 04-00-006-135-071, located on the west side of Moore Road north of Walker Road, rezoning from B-2 General Business District to R-1A, Single-Family Residence District.

PROJECT OVERVIEW

The Planning Commission has been asked to consider a request submitted by Rotz Investments LLC, with James Sayler of Henry G. Reitz Engineering as the applicant, to rezone Parcel No. 04-00-006-135-071, a 2.38-acre parcel located on the west side of Moore Road north of Walker Road. The property is currently zoned B-2 (General Business District), and the applicant seeks a zoning map amendment to R-1A (Single-Family Residence District) to subdivide the land into four standard residential lots, each with approximately 100 feet of frontage on Moore Road. The site is currently vacant, wooded in character, and has not been developed with any structures.

PROJECT DESCRIPTION

Applicant/Engineer: James Sayler, Henry G. Reitz Engineering, 4214 Rocky River Drive, Cleveland, Ohio 44135.

Owner: Rob Rotz, Rotz Investments, LLC, 310 Fernwood Drive, Avon Lake.



Figure 1: Aerial View from Google Earth 6/2/2015



Planning Commission
October 1, 2025
Case No. CPC-25-16
Rotz Investments LLC
Zoning Map Amendment
Page 2 of 6

Location: This property is situated north of the intersection of Walker Road and Moore Road.

Site Area: 2.38 acres

Density: 1.67 dwelling units per acre

Current Zoning: B-2, General Business District.

Proposed Zoning: R-1A, Single-Family Residence District

Surrounding Context: The property is situated in a mixed-use area where zoning transitions from commercial to residential. To the **north**, a single-family residence is situated on a narrow lot zoned B-2, resulting in a nonconforming condition. To the **south**, the applicant owns a small parcel that will remain zoned B-2 for storage and legacy commercial use. Beyond that, at the corner of Walker Road and Moore Road, Avon Lake Regional Water owns property that is currently mapped as B-2, although its actual use and Comprehensive Plan designation are Public and Institutional. To the **east**, the site is bordered by the Chatham Drive neighborhood, an established R-1A subdivision of single-family homes. To the **west**, the property abuts Powdermaker Ditch and the Powder Maker Town Homes, a multi-family development.

Comprehensive Land Use: The City's Comprehensive Land Use Plan identifies the subject property, along with adjacent parcels to the north and west as High Density Residential. This designation likely reflects the presence of the Powder Maker Town Homes immediately to the west, which establishes a multi-family pattern in this part of the Moore Road corridor. However, when viewed at the scale of the immediate neighborhood, Moore Road north of Walker Road is characterized primarily by single-family detached housing, including the Chatham Drive subdivision to the east of this site.

Applicable Code Section: 1214.02: Code Text and Map Amendment apply.



Figure 2: Excerpt 2022 Zoning Map

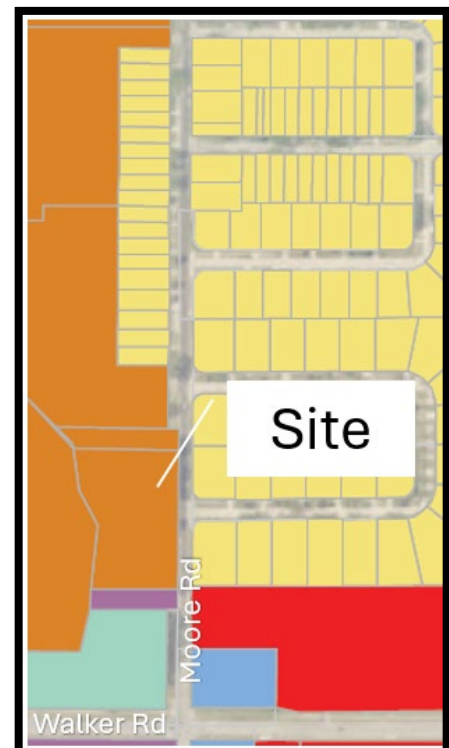


Figure 3: Excerpt 2019 Land Use Plan



Planning Commission
October 1, 2025
Case No. CPC-25-16
Rotz Investments LLC
Zoning Map Amendment
Page 3 of 6

PROJECT ANALYSIS

ZONING AND LAND USE

The site is zoned B-2 (General Business District), which allows a broad mix of commercial uses, including retail, restaurants, offices, and personal services, typically located along major corridors for high visibility and easy access. While appropriate for high-activity business areas, many B-2 uses can introduce higher traffic, noise, and late-hour activity that is out of character with the predominantly residential context on the west side of Moore Road.

In this context, the request to rezone the parcel from B-2 to R-1A may be understood as a refinement of the Comprehensive Plan rather than a departure from it. Although R-1A provides lower density than townhomes, it preserves a residential use consistent with the single-family neighborhoods to the east and north and remains compatible with the multi-family to the west. Creating four standard single-family lots establishes a logical transition, reinforcing the single-family frontage along Moore Road, buffering public and institutional zoning to the south, and stepping down in intensity from the adjacent townhomes.

From a planning perspective, this zoning map amendment advances the Comprehensive Plan's intent by maintaining residential character while reflecting the realities of the surrounding built environment. It balances long-range goals with existing neighborhood conditions, resulting in a land use pattern that is both consistent and context-sensitive.

SUSTAINABILITY AND ENVIRONMENTAL IMPACT

In addition to being compatible with surrounding land uses, the proposed zoning map amendment offers notable sustainability benefits. By shifting from a B-2 General Business District to R-1A Single-Family Residence District, the intensity of development on the site would be significantly reduced. Instead of a commercial buildout that could maximize impervious surfaces and increase traffic volumes, the four proposed single-family lots will preserve more open space and landscaped area, resulting in a smaller footprint on City infrastructure and the natural environment.

The reduced impervious coverage will help mitigate stormwater impacts on the adjacent Powdermaker Ditch and the downstream conveyance system. This change is expected to improve infiltration and reduce runoff, contributing positively to water quality and stormwater management goals. In addition, single-family homes will generate less traffic and place fewer demands on public utilities and safety services than would be anticipated under commercial zoning.

Taken together, the zoning map amendment advances the City's commitment to sustainable growth by balancing neighborhood character with environmental stewardship, ensuring that



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development on this parcel integrates more harmoniously with both the built and natural environments

DEVELOPMENT REVIEW COMMITTEE CONSIDERATIONS

During review of the Moore Road zoning map amendment, DRC members noted that the applicant's request to rezone from B-2 to R-1A is consistent with the surrounding residential context. The applicant also intends to retain a small commercial building on an adjacent parcel in B-2 for storage and legacy use, which members recognized as a reasonable transition between institutional uses to the south and residential neighborhoods to the north and east. All comments received from DRC are attached to this report.

REVIEW AND RECOMMENDATION BY THE COMMISSION

Section 1214.02: Code Text and Map Amendments outlines the procedures and rules for modifying zoning laws, including the application process for changes to zoning maps or regulations. It ensures that these modifications align with the city's overall land use plan, encourages organized development, and considers the impacts on neighboring properties, infrastructure, and community objectives.

Review Criteria

Recommendations and decisions on zoning change requests will be evaluated based on the review criteria outlined in 1214.02 (e), which are provided below for your convenience. not all criteria may be applicable in each case, and each case shall be determined by its facts.

- (1) The proposed amendment is consistent with the comprehensive land use plan, other adopted city plans, and the stated purposes of this code.
- (2) The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.
- (3) The proposed amendment will promote the public health, safety, and general welfare.
- (4) The proposed amendment, if amending the zoning map, is consistent with the stated purpose of the proposed zoning district.
- (5) The proposed amendment, if to the zoning map, follows lot lines or the centerlines of streets, railroads, or other rights-of-way.
- (6) The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.



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- (7) The proposed amendment will not constitute spot zoning where special treatment is given to a particular property or property owner that would not be applicable to a similar property under the same circumstances.
- (8) The proposed amendment is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract.

RECOMMENDATION BY THE COMMISSION

After reviewing the zoning map amendment request and review criteria, the Commission will decide whether to send it back to the applicant for revisions or recommend approval or denial to the City Council. The Community Development staff will promptly forward the Commission's written findings and recommendations to the City Council for review and approval.

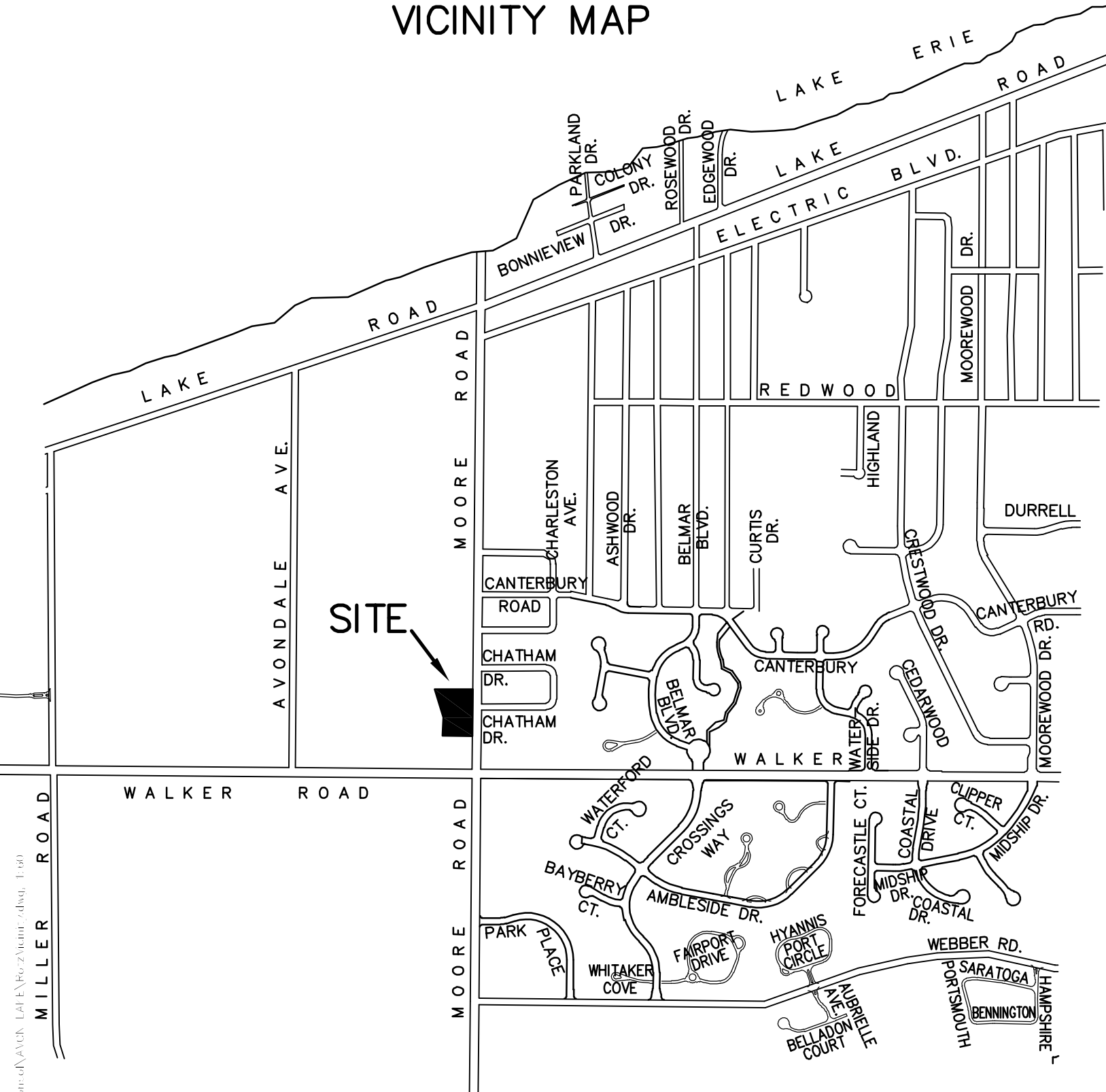
Potential Motion: A motion should be made in the positive. At least four "yes" votes to approve or "no" votes to reject the request are required to make a recommendation to City Council. The language provided below is a guide; it is not intended to suggest a specific action by the Planning Commission.

I move to recommend approval of Case No. CPC-25-16, Rotz Investments, LLC, Zoning Map Amendment for Parcel No. 04-00-006-135-071 located on the west side of Moore Road north of Walker Road, rezoning from B-2 General Business District to R-1A Single Family Residence District finding that the proposed zoning map amendment is consistent with the residential character of the surrounding area, provides an appropriate transition between adjacent land uses, and supports the goals of the Comprehensive Plan by maintaining a residential designation along Moore Road.

SUBSEQUENT ACTION

Following Planning Commission action and consistent with Section 1214.02, the case will proceed to City Council for final consideration. Council has the authority to approve or deny the zoning map amendment by ordinance. Applicants may request special legislative procedures, such as suspension of the rules (waiving the standard three readings) or adoption as an emergency measure (effective immediately rather than after 30 days). In this case, the applicant has not requested

04-00-006-135-071
VICINITY MAP



LARRY J. SANSOM

440-225-2747 (C) • lsansomjr@gmail.com

EXECUTIVE LEADER

General Management and Operations experience in public, private equity, ESOP, and private companies. Consistently recognized as a strong decision maker who combines leadership, organizational, and communication skills to produce desired results. Proven expertise with financial maximization, enhancing customer satisfaction, ascertaining needs, implementing process improvements, and ensuring employee involvement. Comfortable in the board room or on the shop floor. Demonstrated experience in:

- Profit & Loss Responsibility
- New Product Development & Launch
- Business Restructuring / Re-engineering
- Lean Systems Leadership
- Union Relations / Negotiations
- Quality Management Systems
- Strategic Planning & Implementation
- Supply Chain Strategy & Leadership
- Multi-Plant / Multi-Site Management
- Productivity Improvement Engineering
- Plant Greenfield Start-Ups
- Organizational Development

PROFESSIONAL EXPERIENCE

Rable Machine Inc (Precision CNC and Precision Defense), Mansfield and Lancaster, OH

2022 –

ESOP organization comprised of two separate physical companies and an associated brands. Contract manufacturer within the precision machining space supporting fluid power, firearms, electrical connectivity, and industrial segments. Recruited to turn the company after a less than successful acquisition.

President/CEO/Board of Directors – Operational mantras of Improving and sustaining a positive work experience for all, Providing the products and services our customers deserve, and Delivering the financial results our employee owners anticipate

- Established and implemented an “operating system” at the corporate and divisional levels to drive accountability and results
- Re-organized the leadership structure to create a focus on the commercial aspects of the business
- Re-organized the supply chain structure to increase our leverage opportunities across the enterprise
- Re-organized financial management to enable the output of performance data to manage the business

High level results:

- **Moved the organization from a (3.4%) operating income to 4.5% in 1 year**
- **Reduced past due from over \$400K to \$30K in 4 months**
- **Improved customer satisfaction through on time delivery improvement from 45% to 90% in 6 months**
- **Improved profit through labor reduction from 37% to 25% of Sales**
- **Drove cash flow improvement as measured by DSO from 50 days to 35 days in 6 months**
- **On boarded over \$4MM in new business in 1 year**

Thogus Products Company/Proto Plastics, Avon Lake and Tipp City, OH

2017 – 2021

Two privately held custom injection molding and contract manufacturing companies supporting the consumer goods, medical and packaging markets.

President – Established and focused the organization on three core pillars; Destination for Employment, White Glove Service, and Profitability. Accountable for the results within these three arenas.

- Modifications of variable compensation programs to better align the organization and create a united team
- Improved benefit offering to improve attraction and retention of top talent
- Introduction of Emotional Intelligence to improve leadership capability
- Culture shift from over analytical to 80/20 to improve change management velocity and accountability
- Redesign of website to improve company image and capitalize on SEO strategies to drive top line results
- Expansion of distribution center to support top line growth and improve operational efficiencies
- Implementation of Strategic Planning and business wide “operating system” to create a drumbeat for the enterprises
- Sales strategy modification from highly engineered new products to established products to reduce lead-time associated with revenue recognition
- Introduction of formal quality management tools (5 why, fishbone, etc) to improve root cause problem solving

- Outsourcing of lead generation to improve cost structure and increase capacity
- First acquisition in company history completed in 2019
- Establishment of a disciplined capital investment strategy from a ‘want to have’ to a ‘need to have’ – fiscal responsibility
- Pricing strategy modifications to improve overall asset utilization

High level results:

- **<5% turnover in a very dynamic employee market (Destination for Employment)**
- **On time delivery, Cost of Poor Quality, External PPM all experienced positive trends (White Glove Service)**
- **Top line growth of 70% and bottom line improvement of 300% (Profitability)**

BWAY Corp. (Private Equity), Chicago, IL

2014 – 2017

BWAY is a \$1.3B manufacturer of rigid metal, plastic and hybrid containers serving the North American market with over 4,000 employees and 50 operating facilities. Diverse products and broad geographic reach create market leadership in the general line packaging industry.

Director of Operations

P&L responsibility for 5 separate P&Ls (cost center and profit centers - \$200MM) across multiple sites. Accomplishments include:

- Recognized as Executive of year in 2015 based on financial impact to the organization
- Organizational design and implementation to leverage talents and drive operational efficiencies
- EBITDA improvements greater than \$16MM over 3 years
- Initiation of a Center of Excellence strategy, across 3 plants, to mitigate technical skills gap challenge and to leverage process synergies
- Implemented S&OP strategies that led to 15% reduction in working capital and 40% improvement in on time delivery. (Prescribed forecast to actual reviews, inventory stratification (A,B,C), make to order vs make to stock, warehouse storage strategy).
- 64% reduction in customer complaints through the utilization of formal problem solving tools and installing robust processes

CROWN HOLDINGS INC., Philadelphia, PA

2012 – 2014

Crown is a leader in metal packaging technology supplying products into the beverage, food and aerosol markets. With operations in 40 countries employing over 21,300 people and net sales of \$8.7 billion.

Area Manager – Manufacturing

Full functional responsibility for up to seven manufacturing facilities throughout North America. Supporting over \$800MM in Sales and over 800 employees. Reported to the Vice President of Operations. Accomplishments included:

- Improvement in Safety performance as measured by DART and Total Recordable Rate through the design, implementation and management of leading indicators
- Reduction in “Formal and Major” quality complaints by training and utilization of formal problem solving tools
- Financial turnaround of operating facility within 6 months (Crawfordsville) through organizational design, implementation of process improvements and installing a culture of success
- President’s award recipient for a plant’s overall operating performance (Weston)

CURTISS-WRIGHT CORPORATION, Middleburgh Heights, OH

2009 to 2012

\$1.9B multinational provider of highly engineered, technologically advanced products and services supporting the most vital industries in the world, including defense, commercial aerospace and energy.

Director of Continuous Improvement, Operations and Supply Chain

Member of a leadership team supporting a \$38MM manufacturing division comprised of 120 people. Leadership responsibility for Supply Chain, Manufacturing Engineering, Order Management, Production Management, Warehousing/Distribution and Project Management.

CLEVELAND STEEL CONTAINER COMPANY, Twinsburg, OH

2002 to 2009

\$150MM manufacturer and distributor of industrial containers for paints, coatings, and packaging industries with 300 employees working in 10 locations throughout the United States.

Director of Operations

P&L responsibility for the company's \$100MM manufacturing division with 250 employees working in 6 separate US locations. Complete functional leadership for manufacturing, quality, customer service/inside sales, purchasing/inventory, and employee relations. Reported to the CEO, led 6 General Managers, and managed a \$26MM operating budget.

- Guided organization to a 700% profit improvement from \$764K to \$6.4MM.
 - Improved production throughput 40% by utilizing lean strategies within all functional areas.
 - Increased revenue per employee 95% through waste elimination and pricing opportunities.
 - Reduced scrap as a percentage of COGS by 12% through the utilization of Six Sigma.
- Improved customer satisfaction by 10% through enhanced service, consistent product quality and proactive marketing.
- Served as key member of negotiating team that successfully negotiated a contract with the United Steelworkers that resulted in flexibility and cost containment.
- Improved inventory turn levels by 27% by employing single piece flow, Kan Ban systems, and point of use storage.
- Led multi-site certification process for an ISO 9000 certified quality management system to increase the level of best practice sharing and teamwork.
- Led design of the manufacturing module to enable the conversion from a legacy business system to an ORACLE ERP system.
- Led the Greenfield startup of a 70,000 sq. ft. manufacturing facility from concept to completion, on time and under budget.

A. M. CASTLE and COMPANY, Cleveland, OH

1996 to 2002

\$700MM provider of specialty products, services, value added processing, and supply chain solutions for the aerospace, defense, oil and gas, power generation, and heavy equipment industries. The company operates in more than 55 locations throughout North America, Europe and Asia.

Director of Manufacturing

P&L responsibility for 3 separate manufacturing/distribution companies with combined annual sales of \$45MM. Key duties included re-engineering and turning around these 3 under-performing entities. Reported to the Vice President of Operations, led 3 plant General Managers, and a total of 100 employees.

- Completed turn-around of 2 business units to a breakeven position within 6 months.
- Improved labor utilization by more than 100% by aligning manufacturing capacity with demand.
- Led accreditation and/or maintenance of an ISO 9000 quality management system at each location.
- Introduced and led lean operating techniques to support the operational improvement evolution.

EDUCATION

MBA, Baldwin Wallace College, Berea, OH

BS, Electronics Engineering, Ohio Institute of Technology, Columbus, OH

Black Belt Certification, Kent State University (not completed)

CIVIC

Avon Lake Boat Club Trustee – Current

Lorain County Chamber of Commerce Board Member - Former

Lorain County Manufacturing Partnership Secretary - Former

Volunteer youth sports coach Avon Lake - Former