



City of Ashtabula

Ashtabula City Council Regular Meeting
Monday, April 6, 2026 at 7:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Agenda

1. Call to Order

- a. Prayer
- b. Pledge of Allegiance
- c. Roll Call
- d. Sunshine Law Certification
- e. Reading of Legislation
- f. Motion to Approve the Order of the Agenda

2. Special Items

3. Communications

4. Citizen Comment and Community Announcements

5. Councilor Comments, Liaison Reports and Meeting Announcements

6. Consent Agenda

- a. Approval of Minutes
 1. Pre-Council Meeting Minutes, March 16, 2026
 2. Regular Council Meeting Minutes, March 16, 2026
- b. Resolutions

7. New Business

- a. For Passage
 1. **ORDINANCE NO. 2026 - 63**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR A DOWNTOWN BUILDINGS FLEXIBLE GRANT PROGRAM IN THE AMOUNT OF \$245,000.00 TO ASSIST WITH A PROJECT LOCATED AT 1104 BRIDGE STREET
 2. **ORDINANCE NO. 2026 - 64**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A

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CONTRACT WITH PERRAM ELECTRIC, INC. TO MAKE UPGRADES TO THE W. 19TH, LAKE AVE. AND WEST AVENUE TRAFFIC SIGNAL

3. **ORDINANCE NO. 2026 - 65**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KOSKI CONSTRUCTION CO. FOR THE PURPOSE OF PAVING CITY STREETS
 4. **ORDINANCE NO. 2026 - 66**
AN ORDINANCE TO MAKE SUPPLEMENTAL CHANGES TO APPROPRIATION IN THE GENERAL FUND AND ALL OTHER FUNDS LISTED ON EXHIBIT A FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF ASHTABULA, STATE OF OHIO, FOR THE PERIOD JANUARY 1 THROUGH DECEMBER 31, 2026
 5. **ORDINANCE NO. 2026 - 67**
AN ORDINANCE REPEALING ORDINANCE 2026 - 50 FOR THE PURPOSE OF ENACTING REPLACEMENT LEGISLATION
 6. **ORDINANCE NO. 2026 - 68**
AN ORDINANCE AUTHORIZING COMPENSATION, SALARIES AND WAGES TO EMPLOYEES OF THE CITY OF ASHTABULA AND THE ASHTABULA CITY HEALTH DISTRICT
 7. **ORDINANCE NO. 2026 - 69**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DISPOSE FINANCE DEPARTMENT OBSOLETE ASSETS
 8. **ORDINANCE NO. 2026 - 70**
AN ORDINANCE TO FORMALLY INCLUDE SMALL CITIES PROGRAM GRANT AS A PASS-THROUGH EXPENSE IN THE PERMANENT IMPROVEMENT FUND #412 IN FISCAL YEAR 2026
 9. **ORDINANCE NO. 2026 - 71**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE AND UNNEEDED EQUIPMENT FROM THE ASHTABULA POLICE DEPARTMENT
 10. **ORDINANCE NO. 2026 - 72**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASCENDANCE TRUCK CENTERS FOR STREET SWEEPER REPAIRS
- b. First Reading(s)
1. **ORDINANCE NO. 2026 - 73**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A SCAG ZERO TURN AND PUSH MOWER FOR PARKS & RECREATION
 2. **ORDINANCE NO. 2026 - 74**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH SHAWN & DELIA HOCH FOR TAX ABATEMENT AT 100% FOR 7 YEARS FOR NEW RESIDENTIAL DWELLINGS LOCATED AT 1814 WEST 10TH STREET, ASHTABULA, OH

3. ORDINANCE NO. 2026 - 75

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH MITCHELL MALASKY & AMANDA WOOD FOR TAX ABATEMENT AT 100% FOR 7 YEARS FOR NEW RESIDENTIAL DWELLINGS LOCATED AT 2602 BROOKE LANE, ASHTABULA, OH 44004

8. Continuing Business/Public Hearings

- a. Second Reading(s)
- b. Administrative Approval Votes

9. Tell Us Something We Don't Know

10. Executive Session (if needed)

11. Adjournment



City of Ashtabula

Ashtabula City Council Pre-Council Agenda
Monday, March 16, 2026 at 6:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Minutes

Opening of a Pre-Council Meeting

Call to Order

The Pre-Council meeting of the Ashtabula City Council was called to order at 6:00 p.m. by President John Roskovics.

Roll Call

Members Present: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Absent: Vice President Russell Simeone

Officers Present: City Manager James Timonere, City Solicitor Cecilia Cooper, Finance Director Vladimir Kan, Clerk of Council Stacy Millberg

Welcome and Acknowledgement of Visitors

President's Report and Regular Meeting Review

Administrative Reports

City Manager

City Manager James Timonere presented the following ordinances for consideration:

- An ordinance to enter into a contract with Brobst Enterprise Inc for 2026 yard waste disposal services.
- An ordinance to purchase three used police vehicles from the Geauga County Board of Commissioners.
- An ordinance authorizing the continuation of eight Community Reinvestment Area Tax Incentive Agreements as recommended by the Tax Incentive Review Council.
- An ordinance to dispose of obsolete equipment from the Water Pollution Control Department.

City Manager James Timonere requested a voice vote to appoint Anthony Oquendo to the Parks and Recreation Board with a term expiring May 21, 2029.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion carried.

Ward 2 Councilor Terence Guerriero inquired about the cost of a fireworks display for the Fourth of July during the 250th anniversary celebration. City Manager James Timonere explained that the Wine and Walleye fireworks cost \$12,500, with the Parks and Recreation fund contributing \$7,500 and the Lift Bridge Community Association contributing \$5,000. For a July 4 display, the quote was approximately \$30,000. City Manager James Timonere emphasized needing an immediate decision and funding source of Council wished to move forward. The timing

would be July 2 or July 3, since July 4 was already booked.

Ward 4 Councilor Jodi Mills inquired about the obsolete equipment disposal, with City Manager James Timonere confirming most would be scrapped as old electronics.

Ward 3 Councilor RoLesia Holman asked for clarification about legislation requiring two readings. City Solicitor Cecilia Cooper stated that all legislation requires first and second readings unless Council moves to waive the second reading, which is what's anticipated with the items on the consent agenda. If Council does not do that, then they get read the first time tonight and then a second time at the next meeting.

Finance Director

No report

City Solicitor

No report

Clerk of Council

No report

City Council Committee Reports

Community Development/Economic Development/Parks & Recreation

(1st Wednesday @ 5:30 p.m.)

Members: Chair DiGiacomo/Council Liaison to Parks and Recreation Board; Vice Chair Mills; Holman

April 1

May 6

June 3

July 1

Committee Chair Jane DiGiacomo provided the report.

Committee Chair Jane DiGiacomo moved to support the Parks & Recreation Board's recommendation to allocate \$12,000 of Parks Levy funds for improvements to Veterans Memorial Park and Lance Cpl. Kevin M. Cornelius Park.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Finance & Personnel

(3rd Friday @ 8:30 a.m.)

Members: Chair Foglio, Vice Chair DiGiacomo, Roskovics

March 20

April 17

May 15

June 19

Ward 3 Councilor RoLesia Holman asked for clarification about her expected role at the upcoming meeting. President John Roskovics explained that policy discussion from the recent executive session would be more appropriate for the Finance and Personnel Committee. Ward 1 Councilor Kym Foglio stated that the executive session was convened under false pretenses. Ward 3 Councilor RoLesia Holman stated that the purpose of the executive session was to share the summary and outcome of exit interviews she conducted with two former employees. Ward 1 Councilor Kym Foglio stated that the only information that was presented during the executive session was Ward 3 Councilor RoLesia Holman's own summary. There were no documents signed by the individuals that were subject to the interviews. No information containing the date, time or location of the interviews was provided either.

Ward 1 Councilor Kym Foglio made a public records request for all the documents from the exit interviews.

Public Works/Public Utilities/Cable/Schools

(4th Tuesday @ 8:30 a.m.)

Members: Chair Mills, Vice Chair Guerriero, Roskovics

March 24

April 28

May 26

June 23

Safety Forces

(2nd Thursday @ 8:30 a.m.)

Members: Chair Guerriero, Vice Chair Foglio, Roskovics

April 9

May 14

June 11

July 9

Committee Chair Terence Guerriero provided the report.

A comprehensive presentation was given by Chief Rob Stell and officers from the Ashtabula Police Department, along with representatives from Square One Health, regarding their collaborative homeless outreach program.

Chief Rob Stell explained that three years ago, they estimated approximately 80 homeless individuals in the community, but through their efforts, they have reduced that number significantly. The program began with two officers working in plain clothes to build rapport with the homeless population, which proved successful in gaining trust. The initiative expanded to include multiple agencies with nine to 10 members, including partnerships with Square One Health, whose representatives accompanied officers in the gulf area to provide direct assistance.

Officers Tim Bruckman and Ryan White described their approach of introducing themselves, listening to individual needs, and connecting people with services including Square One, Signature Health, and other organizations. They emphasized that many individuals who received help have not returned to the area, with some relocating to their original communities.

The next phase involves bringing services directly to individuals rather than expecting them to navigate to service locations independently. This approach addresses barriers like transportation, lack of phones for appointments, and mental health challenges that prevent follow-through on scheduled services. The team tracks individuals through ongoing investigative reports completed by patrol officers, creating a running total to compare year-to-year data and identify recurring versus new cases.

Square One Health representatives Kristy Hosken, Jennifer Stofan, and Dwayne Turnquist acknowledged their organization's role in contributing to the problem initially, but emphasized their commitment to being part of the solution. They described their current practices of not allowing clients to simply leave facilities to become homeless locally and encouraging out-of-area clients to return to their home communities where services are available.

Chief Rob Stell noted that most current homeless individuals are now from the Ashtabula area, contrasting with three to four years ago when the majority came from other states and regions.

Planning Commission and Ashtabula Historic Preservation Commission

President John Roskovics stated that the Planning Commission meets Thursday with a couple of items on the agenda. The Historic Preservation Commission met last week with one or two Main Avenue businesses attending, which he viewed positively for establishing uniform guidelines and improvements for that area.

Discussion of New Business/Proposed Legislation

Ward 2 Councilor Terence Guerriero stated that the Safety Forces Committee would provide the Solicitor's Office with proposed legislation for house addresses on alleys, likely requiring two readings with an effective date of September 1 to give residents all summer to implement the requirements.

Discussion of Old Business/Legislation on for 2nd Reading

Ward 5 Councilor Jane DiGiacomo stated that at the last meeting during the discussion about cell phones for councilors, it was stated that none of the surrounding areas offered cell phones, except for the County Commissioners. She stated that she received confirmation that Ashtabula Township does provide cell phones for the trustees.

Discussion for the Good of the Order

Ward 4 Councilor Jodi Mills asked for Council's support of Phil Tomko's, of Ashtabula Regional Medical Center, mobile mammography grant application. The program provides cancer screening services through Cleveland Clinic's mobile unit, addressing barriers like transportation, cost, and work schedules by delivering services directly to communities, workplaces, and faith-based institutions.

Motion: Ward 4 Councilor Jodi Mills moved to support ARMC's mobile mammography grant application. President John Roskovics seconded.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion carried.

Ward 5 Councilor Jane DiGiacomo inquired about City policies requiring utilities to restore entire lanes rather than just patching cuts. City Manager James Timonere explained that full lane restoration depends on timing relative to planned paving and the size of utility cuts. He noted current challenges with Aqua's lead service line replacement grant work, which is creating multiple cuts in close proximity on some roads, requiring ongoing discussions about proper restoration methods.

Adjournment

The meeting was adjourned at 7:00 p.m. by President John Roskovics.
Ashtabula City Council will meet again on Monday, April 6, 2026 in Council Chambers. The Pre-Council meeting will begin at 6:00 p.m. followed by the Regular Council Meeting at 7:00 p.m.

DATE APPROVED: _____

ATTESTED BY: _____
John S. Roskovics, President of Council

ATTESTED BY: _____
Stacy L. Millberg, Clerk of Council



City of Ashtabula
Ashtabula City Council Regular Meeting
Monday, March 16, 2026 at 7:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Minutes

Call to Order

The meeting of the Ashtabula City Council was called to order at 7:00 p.m. by President John Roskovics.

Prayer

Ward 1 Councilor Kym Foglio offered the opening prayer.

Pledge of Allegiance

The Pledge of Allegiance was recited. A moment of silence was observed for former Ward 3 Councilor Alice Cook.

Roll Call

Members Present: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Absent: Vice President Russell Simeone

Officers Present: City Manager James Timonere, City Solicitor Cecilia Cooper, Finance Director Vladimir Kan, Clerk of Council Stacy Millberg

President John Roskovics asked for a motion to excuse Vice President Russell Simeone.

Motion: Ward 5 Councilor Jane DiGiacomo moved to excuse Vice President Russell Simeone. Ward 4 Councilor Jodi Mills seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Sunshine Law Certification

A quorum was established as defined by the Ashtabula City Council Rules of Order. The meeting met the requirements of the Ohio Sunshine Laws Open Meetings Act.

Reading of Legislation

Clerk of Council Stacy Millberg read the legislation titles to be considered at the meeting.

Motion to Approve the Order of the Agenda

Motion: Ward 1 Councilor Kym Foglio moved to approve the order of the agenda; Ward 4 Councilor Jodi Mills seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion carried.

Special Items

RESOLUTION NO. 2026 - 56

A RESOLUTION HONORING CHIEF SHAWN GRUBER ON HIS RETIREMENT FROM THE CITY OF ASHTABULA

City Manager James Timonere and Ward 2 Councilor Terence Guerriero presented the Resolution.

President John Roskovics asked for a motion to accept Resolution No. 2026-56.

Motion: Ward 1 Councilor Kym Foglio moved to accept Resolution No. 2026-56. Ward 3 Councilor RoLesia Holman seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None.

Motion carried.

Communications

Citizen Comment and Community Announcements

Anthony Oquendo, of Ward 1, requested clarification about the Wine and Walleye Festival arrangements. He questioned why the City would pass an ordinance for the Lift Bridge Community Association to hold the festival while also providing fireworks funding. City Manager James Timonere explained that the City owns the trademark for the Wine and Walleye Festival, requiring annual permission for organizations to use it. Regarding the fireworks, the City contracts for the display because it's more efficient, with the Parks and Recreation levy contributing \$7,500 and the LBCA converting the remaining \$5,000 of the \$12,500 contract.

Sarah Brower, of Ward 2, followed up on her previous request for a resolution limiting cooperation with ICE and Border Patrol. She referenced sending emails including a copy of East Cleveland's resolution and expressed disappointment with responses suggesting such an ordinance might violate the FBI Safe Streets Task Force agreement with the police department and jeopardize funding.

T Gallo, on behalf of Betsy's Bees, also spoke in support of a resolution limiting cooperation with ICE.

A River Road resident continued reading a letter in support of a resolution limiting cooperation with ICE.

City Solicitor Cecilia Cooper clarified her position, stating she did not say such a resolution would violate the task force contract. Her concern was that without investigation, she could not determine the impact on the multi-jurisdictional task force involving FBI and DEA agents, or on officers working with the Marshal Service fugitive squad. She noted the task force's effectiveness in removing drugs, guns, and violent criminals from the streets and emphasized that conversations with the police chief and FBI field office would be necessary to assess any impacts. President John Roskovics expressed concern about maintaining the task force relationship while acknowledging immigration concerns. He suggested exploring middle-ground options like a council position paper that could show support without potentially problematic resolution language.

Liz Penna, asked about data center development in Ashtabula and the status of the Racial Wealth Gap Simulation efforts for Council. City Manager James Timonere explained that data center developers need significant acreage that the City does not possess within its boundaries. While surrounding townships and counties might attract facilities due to access to natural gas, Lake Erie freshwater, and power, Ashtabula City proper lacks sufficient space. He mentioned a boutique data center had previously shown interest in the old municipal building, but the project was not financially feasible. Regarding the racial wealth gap simulation, Ward 3 Councilor RoLesia Holman stated that the Ad Hoc Committee: Exploring Racism as a Public Health Crisis had been seeking Council participation but had difficulty coordinating dates. The committee proposed conducting the simulation during a Council work session. She also stated that draft legislation to transition the Ad Hoc Committee: Exploring Racism as a Public Health Crisis to a permanent entity was shared with councilors and awaiting feedback before bringing it for a first reading.

Julia Barton, Hatches Corners Road, also spoke on behalf of Betsy's Bees.

Councilor Comments, Liaison Reports and Meeting Announcements

Ward 3 Councilor RoLesia Holman requested dates when Council members would be interested in participating in a Racial Wealth Gap Simulation. After some discussion, the simulation was scheduled for April 6 at 5 p.m. in Council Chambers.

Consent Agenda

Approval of Minutes

Pre-Council Meeting Minutes, March 2, 2026

Motion: Ward 1 Councilor Kym Foglio moved to waive the reading of the minutes in their entirety; Ward 4 Councilor Jodi Mills seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Hearing no corrections, the minutes were approved as presented.

Regular Council Meeting Minutes, March 2, 2026

Motion: President John Roskovics moved to waive the reading of the minutes in their entirety; Ward 1 Councilor Kym Foglio seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Hearing no corrections, the minutes were approved as presented.

Resolutions

New Business

For Passage

ORDINANCE NO. 2026 - 57

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BROBST ENTERPRISE INC FOR THE 2026 YARD WASTE DISPOSAL

ORDINANCE NO. 2026 - 58

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PURCHASE POLICE VEHICLES FROM THE GEauga BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2026 - 59

AN ORDINANCE GRANTING THE LIFT BRIDGE COMMUNITY ASSOCIATION PERMISSION TO HOLD THE ANNUAL ASHTABULA WINE & WALLEYE FESTIVAL IN THE ASHTABULA HARBOR HISTORIC DISTRICT ON JULY 24 THROUGH 26, 2026, IN CONJUNCTION WITH THE CITY OF ASHTABULA

ORDINANCE NO. 2026 - 60

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GRAND FINALE FIREWORKS IN THE AMOUNT OF \$12,500 TO PROVIDE A FIREWORKS DISPLAY FOR THE 2026 WINE & WALLEYE FESTIVAL

ORDINANCE NO. 2026 - 61

AN ORDINANCE AUTHORIZING THE CONTINUATION OF EIGHT (8) COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENTS UPON CONDITIONS AS INDICATED, IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL

ORDINANCE NO. 2026 - 62

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE AND UNNEEDED EQUIPMENT FROM THE WATER POLLUTION CONTROL DEPARTMENT

President John Roskovics asked for a motion to dispose of the Regular Business Legislation by consent agenda for Ordinance No. 2026-57 through 2026-62.

Motion: Ward 5 Councilor Jane DiGiacomo moved to dispose of the Regular Business Legislation by consent agenda; Ward 2 Councilor Terence Guerriero seconded.

Discussion: Ward 3 Councilor RoLesia Holman initially requested separating ordinance 2026-61 to ask about the review process. City Manager James Timonere explained that the Tax incentive Review Council requires annual reports from companies including payroll data and compliance with original agreements, checking payment history, recommending continuation or discontinuation. When offered access to original applications for review, Ward 3 Councilor RoLesia Holman chose to keep the item in the consent agenda.

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Motion: Ward 5 Councilor Jane DiGiacomo moved to waive the reading of the legislation; Ward 1 Councilor Kym Foglio seconded.

Discussion: None

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Motion: Ward 3 Councilor RoLesia Holman moved to waive the Charter Requirements of two readings of the legislation; Ward 4 Councilor Jodi Mills seconded.

Discussion: None

ROLL CALL VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Adoption of legislation

ROLL CALL VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Legislation passed.

First Reading(s)

Continuing Business/Public Hearings

Second Reading(s)

ORDINANCE NO. 2026 - 55

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL LIFE INSURANCE COMPANY IN ORDER TO RENEW THE GROUP LIFE INSURANCE COVERAGE FOR EMPLOYEES OF THE CITY OF ASHTABULA

Motion: Ward 5 Councilor Jane DiGiacomo moved to waive the reading of the legislation; Ward 1 Councilor Kym Foglio seconded.

Discussion: None

VOICE VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3

Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo
Nays: None
Motion passed.

Adoption of legislation
ROLL CALL VOTE

Yeas: President John Roskovics, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo
Nays: None
Legislation passed.

Administrative Approval Votes

Tell Us Something We Don't Know

Ward 5 Councilor Jane DiGiacomo announced the Arts Center's "Last Comic Standing" event on March 28th featuring headliner Dan Brown, with tickets available at the Arts Center.

Ward 4 Councilor Jodi Mills provided updates on the master plan steering committee meeting and reminded residents about the public forum scheduled for Thursday, March 26th at 6 p.m. in Kent State University's Blue and Gold Room. She emphasized this would be different from the first forum, featuring a synopsis of current progress and interactive boards for public input. She also mentioned the NEO Fund monthly networking event on Wednesday at Kent State's Susan Stocker Building, featuring food truck owners. She reminded food truck operators that permits begin April 1 and noted the inspection and sticker requirements. She directed residents to the City website's codified ordinances section for detailed information about food trucks and other regulations.

President John Roskovics announced a "skunk mingle" fundraiser at the Chalk Box on Saturday, featuring opportunities to visit and photograph skunks. He credited the event to the organizer of the popular goat yoga events from previous years.

Executive Session (if needed)

Adjournment

The meeting was adjourned at 8:17 p.m. by President John Roskovics.
Ashtabula City Council will meet again on Monday, April 6, 2026 in Council Chambers. The Pre-Council meeting will begin at 6:00 p.m. followed by the Regular Council Meeting at 7:00 p.m.

DATE APPROVED: _____

ATTESTED BY: _____
John S. Roskovics, President of Council

ATTESTED BY: _____
Stacy L. Millberg, Clerk of Council

ORDINANCE NO. 2026 - 63

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE
STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR A DOWNTOWN BUILDINGS
FLEXIBLE GRANT PROGRAM IN THE AMOUNT OF \$245,000.00 TO ASSIST WITH A
PROJECT LOCATED AT 1104 BRIDGE STREET**

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the City strongly supports economic development efforts in the Harbor Historic District which involve rehabilitating existing structures so that they can be repurposed while maintaining their historic qualities; and,

WHEREAS, the State of Ohio Department of Development administers a Downtown Buildings Flexible Grant Program which the Manager has determined would be appropriate to assist in the rehabilitation of a structure at 1104 Bridge Street owned by Purple Feather, LLC., in order to make necessary code work and historic preservation during the rehabilitation of the property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the Council of the City of Ashtabula hereby authorizes and directs the City Manager to make application to the State of Ohio Department of Development Downtown Buildings Flexible Grant Program in the amount of \$245,000.00 to assist with a project located at 1104 Bridge Street.

SECTION 2. The City Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining the aforesaid grant.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor

ORDINANCE NO. 2026 - 64

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PERRAM ELECTRIC, INC. TO MAKE UPGRADES TO THE W. 19TH, LAKE AVE. AND WEST AVENUE TRAFFIC SIGNAL

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for the repair and upgrade of traffic signals of the City in order to protect and preserve public safety and promote the general welfare; and,

WHEREAS, it appears that Perram Electric, Inc. has submitted the lowest and best proposal for the materials and services required for upgrading the traffic signal at the intersection of W. 19th, Lake Ave. and West Ave. and that it appears to be a responsible proposal defined by law;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a contract with Perram Electric, Inc. of 6882 Ridge Rd, Wadsworth, OH 44281, for the aforesaid purpose, for materials and labor to upgrade the traffic signal at the intersection of W. 19TH, Lake Ave. and West Ave. The cost of materials and services provided under the foregoing agreement shall not exceed the sum of \$41,700.00. Payment for the foregoing materials and labor is authorized to be made from the Permanent Improvement Fund 412.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor



Mr. James Timonere, City Manager
City of Ashtabula
4250 Lake Avenue
Ashtabula, Ohio 44004

March 16, 2026
2026148.01

RE: W. 19th-Lake-West Signal Upgrade

Mr. Timonere,

GPD Group (GPD) has reviewed the bids submitted for the City of Ashtabula W.19th-Lake-West Signal Upgrade project that were publicly opened on Friday, March 13, 2026 at the City of Ashtabula Administration building. The following is a summary of the bidders and the bid price for the work as indicated in the bid documents:

Overall Bid Tab

Contractor	Base Bid	Alternate A
Perram Electric, Inc.	\$34,400.00	\$41,700.00
Signal Service Company	\$34,430.00	\$41,900.00
S.E.T. Inc.	\$48,500.00	\$55,500.00

Based on the review of the above bid prices, the information supplied with the apparent low bidder's documents, and the current budget, GPD Group recommends the City of Ashtabula award the contract for the **Alternate A Bid** to **Perram Electric, Inc.** for the amount of **\$41,700.00** as bid, pending final review and acceptance of the bid documents by the City. The Notice of Award is attached for execution and transmittal to the contractor. Please contact our offices if you have any questions about the information provided here.

Respectfully submitted,
GPD GROUP

A handwritten signature in blue ink, appearing to read "CTolnar", is placed above the printed name of the signatory.

Christopher J. Tolnar, P.E.
Area Director

Attachment – Notice of Award, Bid Tab

NOTICE OF AWARD

CITY OF ASHTABULA – W. 19TH – LAKE – WEST SIGNAL UPGRADE

To: Perram Electric, Inc.
6882 Ridge Road
Wadsworth, Ohio 44281

PROJECT Description: **W. 19TH – LAKE – WEST SIGNAL UPGRADE**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 13, 2026 and Information for Bidders. You are hereby notified that your BID has been accepted for the amount of:

Forty One Thousand Seven Hundred & 00/100 Dollars (\$41,700.00) Alternate A Bid

You are required by the Information for Bidders to execute the three original copies of the Contract and furnish the required Construction Payment BOND, Certificates of Insurance and current copies of your Workman's Compensation Certificate within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

City of Ashtabula, Ohio

By: _____
James M. Timonere, City Manager

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, _____.

By: _____

Title: _____

City of Ashtabula
W. 19th - Lake - West Signal Upgrade

Date: 3/13/2026

BASE BID				Perram Electric, Inc.		Signal Service Company		S.E.T. Inc.	
Ref. No.	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	BASE BID (Econolite EVO Radar Detection System)	1	LS	\$34,400.00	\$34,400.00	\$34,430.00	\$34,430.00	\$48,500.00	\$48,500.00
				Base Bid Total	\$34,400.00	Base Bid Total	\$34,430.00	Base Bid Total	\$48,500.00

ALTERNATE BID				Perram Electric, Inc.		Signal Service Company		S.E.T. Inc.	
Ref. No.	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
A1	ALTERNATE A (Wavetronix Radar Detection System)	1	LS	\$41,700.00	\$41,700.00	\$41,900.00	\$41,900.00	\$55,500.00	\$55,500.00
				Alt. Bid Total	\$41,700.00	Alt. Bid Total	\$41,900.00	Alt. Bid Total	\$55,500.00

ORDINANCE NO. 2026 - 65

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KOSKI CONSTRUCTION CO. FOR THE PURPOSE OF PAVING CITY STREETS

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for the paving and repair of the streets of the City in order to protect and preserve public safety and promote the general welfare; and,

WHEREAS, after advertisement for bids according to law, it appears that Koski Construction Co., of Ashtabula, Ohio has submitted the lowest responsible bid for the paving materials and services required for the City's 2026 Paving Program;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a contract with Koski Construction Co., 5841 Woodman Ave, Ashtabula, Ohio 44004, for the 2026 Paving Program, in accordance with the Notice of Award attached hereto as an Exhibit. The cost of material and services provided under the foregoing agreement shall not exceed the sum of \$655,914.50 without prior approval from City Council. Payment for the foregoing materials and services is authorized to be made from Funds 212, 209 and 219.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST: _____
Stacy L. Millberg
Clerk of Council

APPROVED: _____
James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor



Mr. James Timonere, City Manager
City of Ashtabula
4250 Lake Avenue
Ashtabula, Ohio 44004

March 24, 2026
2026148.05

RE: 2026 Paving Program

Mr. Timonere,

GPD Group (GPD) has reviewed the bids submitted for the City of Ashtabula 2026 Paving Program that were publicly opened on Tuesday March 24, 2026 at the City of Ashtabula Administration building. The following is a summary of the bidders and the bid price for the work as indicated in the bid documents:

Overall Bid Tab

Contractor	Base Bid	Alternate A	Base+Alt. A
Koski Construction Co..	\$610,419.00	\$45,495.50	\$655,914.50
Karvo Companies Inc.	\$705,325.50	\$51,470.60	\$756,796.10
Geauga Highway	\$723,593.50	\$58,475.90	\$782,069.40
Ronyak Paving, Inc.	\$757,176.21	\$57,572.00	\$814,748.21

Based on the review of the above bid prices, the information supplied with the apparent low bidder's documents, and the current budget, GPD Group recommends the City of Ashtabula award the contract for the **Base Bid** and **Alternate A** to **Koski Construction Co.** for the amount of **\$655,914.50** as bid, pending final review and acceptance of the bid documents by the City. The Notice of Award is attached for execution and transmittal to the contractor.

Please contact our offices if you have any questions about the information provided here.

Respectfully submitted,
GPD GROUP

A handwritten signature in blue ink, appearing to read "CTolnar", is placed above the printed name of the signatory.

Christopher J. Tolnar, P.E.
Area Director

Attachment – Notice of Award, Bid Tab



NOTICE OF AWARD
CITY OF ASHTABULA – 2026 PAVING PROGRAM

To: Koski Construction Co.
5841 Woodman Avenue
Ashtabula, Ohio 44004

PROJECT Description: **2026 PAVING PROGRAM**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 24, 2026 and Information for Bidders. You are hereby notified that your BID has been accepted for the amount of: Six Hundred Fifty Five Thousand Nine Hundred Fourteen & 50/100 Dollars (\$655,914.50) Base Bid & Alternate A

You are required by the Information for Bidders to execute the three original copies of the Contract and furnish the required Construction Payment BOND, Certificates of Insurance and current copies of your Workman's Compensation Certificate within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

City of Ashtabula, Ohio

By: _____
James M. Timonere, City Manager

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, _____.

By: _____

Title: _____

**City of Ashtabula
2026 Paving Program**

Date: 3/24/2026

BASE BID				Koski Construction Co.		Karvo Companies Inc.		Geauga Highway		Ronyak Paving, Inc.	
Ref. No.	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Item 201 – Clearing and Grubbing, As Per Plan	1	LS	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
2	Item 203 – Excavation (For Pavement Repair)	27	CU YD	\$27.00	\$729.00	\$15.00	\$405.00	\$70.00	\$1,890.00	\$10.00	\$270.00
3	Item 209 – Preparing Subgrade For Shoulder Paving, As Per Plan	8	STA	\$69.00	\$552.00	\$25.00	\$200.00	\$150.00	\$1,200.00	\$100.00	\$800.00
4	Item 608 – 4” Concrete Walk, As Per Plan	2,000	SQ FT	\$14.50	\$29,000.00	\$15.00	\$30,000.00	\$12.00	\$24,000.00	\$13.00	\$26,000.00
5	Item 608 – Curb Ramp, As Per Plan	1,385	SQ FT	\$26.00	\$36,010.00	\$25.00	\$34,625.00	\$23.50	\$32,547.50	\$35.00	\$48,475.00
6	Item Special – Misc.: Preconstruction Video Taping	1	LS	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
7	Item 832 – Erosion Control	3,000	EACH	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00
8	Item 611 – Catch Basin Adjusted to Grade, As Per Plan	15	EACH	\$1,275.00	\$19,125.00	\$1,000.00	\$15,000.00	\$1,150.00	\$17,250.00	\$1,225.00	\$18,375.00
9	Item 611 – Catch Basin Reconstructed to Grade, As Per Plan	15	EACH	\$1,700.00	\$25,500.00	\$1,800.00	\$27,000.00	\$1,700.00	\$25,500.00	\$1,600.00	\$24,000.00
10	Item 611 – Manhole Adjusted to Grade, As Per Plan	15	EACH	\$1,475.00	\$22,125.00	\$1,200.00	\$18,000.00	\$1,100.00	\$16,500.00	\$1,075.00	\$16,125.00
11	Item 611 – Manhole Reconstructed to Grade, As Per Plan	15	EACH	\$1,800.00	\$27,000.00	\$1,800.00	\$27,000.00	\$1,700.00	\$25,500.00	\$1,525.00	\$22,875.00
12	Item Special – Miscellaneous Metal	12,750	LB	\$0.10	\$1,275.00	\$0.25	\$3,187.50	\$2.15	\$27,412.50	\$2.00	\$25,500.00
13	Item 251 – Partial Depth Pavement Repair (441)	313	SQ YD	\$50.00	\$15,650.00	\$30.00	\$9,390.00	\$38.00	\$11,894.00	\$45.00	\$14,085.00
14	Item 252 – Full Depth Pavement Sawing	600	FT	\$1.40	\$840.00	\$0.25	\$150.00	\$3.50	\$2,100.00	\$2.00	\$1,200.00
15	Item 253 – Pavement Repair, As Per Plan	157	SQ YD	\$69.00	\$10,833.00	\$50.00	\$7,850.00	\$130.00	\$20,410.00	\$110.00	\$17,270.00
16	Item 254 – Pavement Planing, Asphalt Concrete, As Per Plan	28,005	SQ YD	\$2.00	\$56,010.00	\$2.60	\$72,813.00	\$4.10	\$114,820.50	\$2.00	\$56,010.00
17	Item 304 – Aggregate Base (For Pavement Repair)	27	CU YD	\$81.50	\$2,200.50	\$25.00	\$675.00	\$90.00	\$2,430.00	\$25.00	\$675.00
18	Item 407 – Non-Tracking Tack Coat	3,920	GAL	\$3.50	\$13,720.00	\$2.30	\$9,016.00	\$3.50	\$13,720.00	\$2.00	\$7,840.00
19	Item 441 – Asphalt Concrete Surface Course, Type 1, (449), As Per Plan	974	CU YD	\$187.00	\$182,138.00	\$215.00	\$209,410.00	\$226.00	\$220,124.00	\$215.00	\$209,410.00
20	Item 441 – Asphalt Concrete Intermediate Course, Type 1, (449), As Per Plan	583	CU YD	\$194.50	\$113,393.50	\$225.00	\$131,175.00	\$202.00	\$117,766.00	\$250.00	\$145,750.00
21	Item 617 – Compacted Aggregate, As Per Plan	12	CU YD	\$95.00	\$1,140.00	\$50.00	\$600.00	\$300.00	\$3,600.00	\$150.00	\$1,800.00
22	Item 642 – Center Line (Solid)	0	MILE	\$4,500.00	\$1,575.00	\$3,500.00	\$1,225.00	\$3,500.00	\$1,225.00	\$3,500.00	\$1,225.00
23	Item 642 – Stop Line, Type 1	182	FT	\$10.00	\$1,820.00	\$5.00	\$910.00	\$5.00	\$910.00	\$5.00	\$910.00
24	Item 642 – Crosswalk Line, 12”, Type 1	981	FT	\$5.00	\$4,905.00	\$4.00	\$3,924.00	\$4.00	\$3,924.00	\$4.00	\$3,924.00
25	Item 614 – Asphalt Concrete for Maintaining Traffic	20	CU YD	\$105.00	\$2,100.00	\$175.00	\$3,500.00	\$50.00	\$1,000.00	\$250.00	\$5,000.00
26	Item 614 – Work Zone Center Line, Class III, 642 Paint	1	MILE	\$2,000.00	\$1,400.00	\$2,500.00	\$1,750.00	\$2,500.00	\$1,750.00	\$2,500.00	\$1,750.00
27	Item 614 – Work Zone Stop Line, Class III, 642 Paint	364	FT	\$2.00	\$728.00	\$5.00	\$1,820.00	\$5.00	\$1,820.00	\$5.00	\$1,820.00
28	Item 614 – Maintaining Traffic	1	LS	\$20,950.00	\$20,950.00	\$35,000.00	\$35,000.00	\$23,000.00	\$23,000.00	\$50,000.00	\$50,000.00
29	Item 623 – Construction Layout Stakes	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,087.21	\$4,087.21
30	Item 624 – Mobilization	1	LS	\$10,000.00	\$10,000.00	\$55,000.00	\$55,000.00	\$4,500.00	\$4,500.00	\$45,000.00	\$45,000.00
				Base Bid Total	\$610,419.00	Base Bid Total	\$705,325.50	Base Bid Total	\$723,593.50	Base Bid Total	\$757,176.21

**City of Ashtabula
2026 Paving Program**

ALTERNATE A				Koski Construction Co.		Karvo Companies Inc.		Geauga Highway		Ronyak Paving, Inc.	
Ref. No.	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1A-1	Item 608 – Curb Ramp, As Per Plan	55	SQ FT	\$26.00	\$1,430.00	\$25.00	\$1,375.00	\$23.50	\$1,292.50	\$50.00	\$2,750.00
1A-2	Item 254 – Pavement Planing, Asphalt Concrete, As Per Plan	3,272	SQ YD	\$2.00	\$6,544.00	\$2.60	\$8,507.20	\$4.70	\$15,378.40	\$3.00	\$9,816.00
1A-3	Item 407 – Non-Tracking Tack Coat	458	GAL	\$3.50	\$1,603.00	\$2.30	\$1,053.40	\$3.50	\$1,603.00	\$2.00	\$916.00
1A-4	Item 441 – Asphalt Concrete Surface Course, Type 1, (449), As Per Plan	114	CU YD	\$187.00	\$21,318.00	\$215.00	\$24,510.00	\$226.00	\$25,764.00	\$225.00	\$25,650.00
1A-5	Item 441 – Asphalt Concrete Intermediate Course, Type 1, (449), As Per Plan	69	CU YD	\$194.50	\$13,420.50	\$225.00	\$15,525.00	\$202.00	\$13,938.00	\$260.00	\$17,940.00
1A-6	Item 642 – Stop Line, Type 1	28	FT	\$10.00	\$280.00	\$5.00	\$140.00	\$5.00	\$140.00	\$5.00	\$140.00
1A-7	Item 642 – Crosswalk Line, 12", Type 1	90	FT	\$10.00	\$900.00	\$4.00	\$360.00	\$4.00	\$360.00	\$4.00	\$360.00
				Alternate A Total	\$45,495.50	Alternate A Total	\$51,470.60	Alternate A Total	\$58,475.90	Alternate A Total	\$57,572.00

	Koski Construction Co.	Karvo Companies Inc.	Geauga Highway	Ronyak Paving, Inc.
Base Bid Total	\$610,419.00	\$705,325.50	\$723,593.50	\$757,176.21
Alternate A Total	\$45,495.50	\$51,470.60	\$58,475.90	\$57,572.00
Base Bid + Alt. A Total	\$655,914.50	\$756,796.10	\$782,069.40	\$814,748.21

ORDINANCE NO. 2026 - 66

AN ORDINANCE TO MAKE SUPPLEMENTAL CHANGES TO APPROPRIATION IN THE GENERAL FUND AND ALL OTHER FUNDS LISTED ON EXHIBIT A FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF ASHTABULA, STATE OF OHIO, FOR THE PERIOD JANUARY 1 THROUGH DECEMBER 31, 2026

WHEREAS, the daily operations of the City of Ashtabula, the Ashtabula Municipal Court require the enactment of this legislation; and,

WHEREAS, the City Manager needs to change appropriations for the current year's expenditure by **\$26,413.37**.

WHEREAS, the City Finance Director has recommended that certain supplemental increases and/or decreases to appropriations be made.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the Council of the City of Ashtabula, State of Ohio, to provide for current and other expenditures for the period January 1 through December 31, 2025, hereby approves the increases and/or reductions as listed in Exhibit "A" attached hereto and incorporated herein by this Ordinance be, and they are hereby set aside and appropriated as a supplemental appropriation to the existing appropriation.

SECTION 2. That the City Finance Director is hereby authorized to draw warrants on the City Treasury for payments from the foregoing supplemental appropriation as permitted by legislation of the Council to make appropriations.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 4. The Clerk of Council is hereby authorized and directed to certify a copy of this Ordinance and appropriations referred to herein and to deliver the same to the Ashtabula County, Ohio Budget Commission forthwith.

SECTION 5. For the reasons stated in the preamble, if approved by the votes of five (5) or more members of Council, this ordinance shall take effect immediately; otherwise, 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST: _____
Stacy L. Millberg
Clerk of Council

APPROVED: _____
James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, City Solicitor

FUND	Beg. Bal. Less Prior Year Encumbrances	2026 YTD Revenue with all YTD Inc/Dec included	Initial 2026 Budget Appropriations with all YTD Supplemental Appropriations and Budget Transfers included	Ending Balance
101 General	6,247,635.70	12,277,771.84	12,129,008.35	6,396,399.19
101 General Court		444,802.34	1,543,040.00	(1,098,237.66)
Total General Fund	6,247,635.70	12,722,574.18	13,672,048.35	5,298,161.53
<u>Other City Funds</u>				
121 Central Garage	-	-	-	0.00
150 Trailer Parks	-	-	-	0.00
166 Unclaimed Money	11,179.66	292.56	250.00	11,222.22
192 Parking Deck	811.35	2,500.00	2,989.38	321.97
201 Police Levy	103,908.78	707,554.06	748,287.78	63,175.06
202 Street Light Assessments	42,882.68	488,333.00	489,773.00	41,442.68
204 Food Service	2,209.79	88,153.83	87,518.90	2,844.72
205 Public Works	211,755.37	1,326,601.60	1,252,615.92	285,741.05
206 State Highway	37,150.00	73,602.36	110,000.00	752.36
208 Public Health Nursing	65,723.97	538,248.81	385,869.55	218,103.23
209 Auto License Tax	65,568.66	160,300.00	191,000.00	34,868.66
212 Paving Levy	667,149.83	914,431.77	1,015,000.00	566,581.60
217 Law Enforcement Trust	79,146.95	75,000.00	40,000.00	114,146.95
219 Motor Vehicle License	62,597.84	40,034.50	40,000.00	62,632.34
222 Local Opioid Settlement Fund	140,584.04	63,558.08	117,290.00	86,852.12
225 Sanitation	129,446.01	2,389,534.66	2,205,616.39	313,364.28
231 Fire Pension	4,307.82	505,218.44	508,903.06	623.20
232 Police Pension	28,773.61	606,887.14	635,660.75	0.00
233 Parks & Recreation	331,277.17	323,047.40	475,579.64	178,744.93
240 Marina	6,430.00	13,500.00	13,700.00	6,230.00
260 Local Coronavirus Relief	-	-	-	0.00
261 Local Fiscal Recovery	-	-	-	0.00
262 Recycling Grant	60,935.00	-	-	60,935.00
263 Police Grants	273,646.48	45,000.00	60,754.42	257,892.06
264 Fire Grants	4,649.94	8,500.00	13,000.00	149.94
289 Misc Grants	12.94	-	-	12.94
290 CDBG	183,331.60	125,000.00	196,000.00	112,331.60
291 Code Enforcement	57,519.68	402,800.00	426,304.02	34,015.66
388 Voted Bond Debt	65,104.34	-	-	65,104.34
412 Permanent Improvement	1,290,489.14	2,852,475.79	3,624,247.71	518,717.22
495 Justice Center	-	-	-	0.00
503 WPC	1,221,551.98	5,107,253.30	5,249,009.57	1,079,795.71
504 WPC CAPITAL	638,725.57	3,398,693.39	3,764,685.55	272,733.41
602 Self Insurance	2,231,251.75	3,019,625.43	2,989,292.01	2,261,585.17
622 Workers' Compensation	385,552.72	254,497.62	190,000.00	450,050.34
801 JEDD-1 Saybrk Twp Depot Rd	22,070.15	22,500.00	10,125.00	34,445.15
802 JEDD-2 Ashtabula Twp	34,337.43	27,000.00	12,150.00	49,187.43
803 JEDD-1 Saybrk Twp Rte 20	9,511.63	10,000.00	4,500.00	15,011.63
804 Special Improvement District	-	110,730.60	110,730.60	0.00
834 Law Library	3,989.25	20,000.00	20,000.00	3,989.25
844 Street Deposits	-	-	-	0.00
871 Fire Escrow	130,519.39	85,000.00	85,000.00	130,519.39
Total Other City Funds	8,604,102.52	23,805,874.34	25,075,853.25	7,334,123.61
<u>Other Court Funds</u>				
210 Indigent Alcohol Treatment	11,127.95	10,500.00	12,000.00	9,627.95
214 Municipal Probation	12,351.23	31,000.00	5,351.14	38,000.09
215 AMC Computer	22,954.22	39,300.00	55,400.00	6,854.22
216 AMCSecurity	12,521.11	27,000.00	10,001.93	29,519.18
218 IDIAM	18,452.28	4,751.18	7,828.35	15,375.11
220 Court Special Projects	114,112.54	140,451.98	107,147.45	147,417.07
Total Other Court Funds	191,519.33	253,003.16	197,728.87	246,793.62
All Funds Total	15,043,257.55	36,781,451.68	38,945,630.47	12,879,078.76

Expenditure Status Report		Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:			38,972,043.84
Total all funds before change:			38,945,630.47
Total change requested:		26,413.37	
Beginning Balance			15,043,257.55
Estimated Revenues			36,781,451.68
Available for Appropriation			51,824,709.23
2026 Appropriations			38,945,630.47
Adjustments			-
Ending Balance			12,879,078.76
Less: Estimate Encumbrances			-
Ending Unencumbered Balance			12,879,078.76
Difference Revenue/Expenses			(2,164,178.79)
General Fund Expenditures			13,672,048.35
Legislative (111)			199,204.00
Personal Services			177,704.00
Operating			21,500.00
Administrative (112)			134,326.00
Personal Services			131,326.00
Operating			3,000.00
Finance (113)			446,532.00
Personal Services	-		387,879.00
Operating	-		58,653.00
Court (116)			1,543,040.00
Personal Services			1,375,340.00
Operating			167,700.00
Solicitor (117)			441,364.00
Personal Services			378,714.00
Opearting			62,650.00
Police (118)			4,137,875.04
Personal Services			3,537,816.00
Operating	-		600,059.04
Motor Maintenance (119)			234,868.00
Personal Services			226,868.00
Operating			8,000.00
Fire (124)			3,374,586.00
Personal Services			3,168,736.00
Operating		1,500.00	205,850.00

Expenditure Status Report		Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:			38,972,043.84
Planning & Community Dev (129)			141,595.00
Personal Services			69,095.00
Operating			72,500.00
Fees, Reimbursements & Distributions (139)			275,348.36
Operating			275,348.36
General Services, Civil Svc, Land & Buildings & IT			1,007,241.31
Personal Services			163,048.00
Operating	-		844,193.31
Transfers Out			1,736,068.64
Transfers Out			1,736,068.64
Advances Out			
UNCLAIMED MONY - 166			250.00
Expenditures			
<u>Appropriations</u>			250.00
Operating			250.00
Transfers Out			
PARKING DECK - 192			2,989.38
Expenditures			2,989.38
<u>Appropriations</u>			2,989.38
Operating			2,989.38
POLICE LEVY - 201			748,287.78
Expenditures			748,287.78
<u>Appropriations</u>			748,287.78
Personal Services			725,768.00
Operating			12,676.60
Transfers Out			9,843.18
STREET LIGHT ASSESSMENTS - 202			489,773.00
Operating			489,773.00

Expenditure Status Report		Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:			38,972,043.84
FOOD SERVICE - 204			87,518.90
Expenditures			87,518.90
Appropriations			87,518.90
Personal Services			77,313.00
Operating			9,020.00
Transfers Out			1,185.90
PUBLIC WORKS - 205			1,252,615.92
Expenditures			1,252,615.92
Appropriations			1,252,615.92
Personal Services			928,399.00
Operating			309,451.22
Transfers Out			14,765.70
STATE HIGHWAY - 206			110,000.00
Expenditures			110,000.00
Appropriations			110,000.00
Operating			110,000.00
PUBLIC HEALTH NURSING - 208			385,869.55
Expenditures			385,869.55
PUBLIC HEALTH NURSING - 208			385,869.55
Personal Services			258,391.00
Operating	-		122,447.00
Transfers Out			5,031.55
AUTO LICENSE TAX - 209			191,000.00
Personnel Services			-
Operating			191,000.00
INDIGENT ALCOHOL TRMNT - 210,			12,000.00
AMC COMPUTER - 215			55,400.00
AMC SECURITY - 216			10,001.93
IDIAM - 218			7,828.35
COURT SPECIAL PROJECTS - 220			107,147.45
PAVING LEVY - 212			1,015,000.00
Operating			1,015,000.00
Transfers Out			-

Expenditure Status Report		Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:			38,972,043.84
MUNICIPAL PROBATION - 214			5,351.14
Expenditures			5,351.14
Appropriations			5,351.14
Personal Services			-
Operating			5,000.00
Transfers Out			351.14
LAW ENFORCEMENT TRUST - 217			40,000.00
Operating			40,000.00
MOTOR VEHICLE LICENSE - 219			40,000.00
Operating			40,000.00
LOCAL OPIOD SETTLEMENT - 222			117,290.00
Personal Services		24,913.37	116,390.00
Operating			900.00
SANITATION - 225			2,205,616.39
Expenditures			2,205,616.39
Appropriations			2,205,616.39
Personal Services			1,069,438.00
Operating			1,094,117.94
Debt Service			
Transfers Out			42,060.45
FIRE PENSION - 231			508,903.06
Personal Services			501,380.00
Operating			7,523.06
POLICE PENSION - 232			635,660.75
Personal Services			606,840.00
Operating			28,820.75
PARKS & RECREATION - 233			475,579.64
Expenditures			475,579.64
Appropriations			475,579.64
Personal Services			186,385.00
Operating			286,479.11
Transfers Out			2,715.53
MARINA - 240			13,700.00
Operating			13,700.00

Expenditure Status Report	Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:		38,972,043.84
LOCAL CORONAVIRUS RELIEF FUND - 260		-
Personal Services		-
Operating		-
Transfers Out		-
LOCAL FISCAL RECOVERY FUND - 261		-
Capital		-
Transfers Out		-
RECYCLING GRANT - 262		-
Operating		-
POLICE GRANTS - 263		60,754.42
Operating		60,754.42
FIRE GRANTS - 264		13,000.00
Operating		13,000.00
MISC GRANTS - 289		-
Operating		-
CDBG - 290		196,000.00
Operating		196,000.00
HOUSING CODE ENFORCEMENT - 291		426,304.02
Expenditures		426,304.02
Appropriations		426,304.02
Personal Services		393,931.00
Operating		26,700.00
Transfers Out		5,673.02
VOTED BOND DEBT - 388, 389, 374& 387		-
Expenditures		-
Appropriations		-
Operating		-
Debt Service		-
Transfers Out		-

Expenditure Status Report	Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:		38,972,043.84
PERMANENT IMPROVEMENT CIT - 412		3,624,247.71
Operating		30,500.00
Capital		2,862,970.00
Debt Service		730,777.71
Transfer Out		-
Advance Out		-
WATER POLLUTION - 503		5,249,009.57
Personal Services		2,184,214.00
Operating		3,033,337.93
Transfers Out		31,457.64
WPC - 504		3,764,685.55
Operating		13,410.43
Capital		3,161,124.00
Debt Service		590,151.12
SELF INSURANCE - 602		2,989,292.01
Operating		2,989,292.01
WORKERS COMPENSATION - 622		190,000.00
Personal Services		
Operating		190,000.00
Transfers Out		-
JEDD 1 Saybrk Twp Depot Rd - 801		10,125.00
Operating		10,125.00
JEDD 2 Ashtabula Twp - 802		12,150.00
Operating		12,150.00
JEDD 1 Saybrk Twp Rte 20 - 803		4,500.00
Operating		4,500.00
SPECIAL IMPROVEMENT DISTRICT - 804		110,730.60
Expenditures		110,730.60
Appropriations		110,730.60
Operating		1,744.65
Debt Service		108,985.95
LAW LIBRARY - 834		20,000.00
Operating		20,000.00
FIRE ESCROW - 871		85,000.00
Operating		85,000.00

Expenditure Status Report	Increase/Decrease	FY 2026 Initial Budget without prior year encumbrances
Total: balance after change:		38,972,043.84

**City of Ashtabula
Request for Supplemental Appropriations**

04/06/2026

<u>ACCOUNT #</u>	<u>ACCOUNT NAME</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>COMMENTS</u>
101.124.5420	OPERATING ACCOUNT	\$ 1,500.00		Fire Department non-recurring unbudgeted grant from the Veterans of Foreign Wars of the U.S.
	SUBTOTAL: 101 GENERAL FUND	\$ 1,500.00		
222.117.5101	SALARIES AND WAGES	\$ 14,500.00	\$ -	Employee conversion from PT to FT in the Solicitor's Office
	SUBTOTAL: 222 LOSF	\$ 14,500.00		
222.117.5149	OTHER BENEFITS	\$ 400.00	\$ -	Employee conversion from PT to FT in the Solicitor's Office
	SUBTOTAL: 222 LOSF	\$ 400.00		
222.117.5130	P.E.R.S.	\$ 2,030.00		Employee conversion from PT to FT in the Solicitor's Office
	SUBTOTAL: 222 LOSF	\$ 2,030.00	\$ -	
222.117.5135	MANDATORY MEDICARE	\$ 210.25		Employee conversion from PT to FT in the Solicitor's Office
	SUBTOTAL: 222 LOSF	\$ 210.25	\$ -	
222.117.5142	HEALTH INSURANCE	\$ 7,773.12		Employee conversion from PT to FT in the Solicitor's Office
	SUBTOTAL: 222 LOSF	\$ 7,773.12	\$ -	

Summary of Appropriation request

FUNDING SOURCE	INCREASE	DECREASE
SUBTOTAL: 101 GENERAL FUND	\$ 1,500.00	\$ -
SUBTOTAL: 222 LOSF	\$ 14,500.00	\$ -
SUBTOTAL: 222 LOSF	\$ 400.00	\$ -
SUBTOTAL: 222 LOSF	\$ 2,030.00	\$ -
SUBTOTAL: 222 LOSF	\$ 210.25	\$ -
SUBTOTAL: 222 LOSF	\$ 7,773.12	\$ -
TOTAL:	\$ 26,413.37	\$ -
GRAND TOTAL:	\$	26,413.37

ORDINANCE NO. 2026 – 67

**AN ORDINANCE REPEALING ORDINANCE 2026 - 50 FOR THE PURPOSE OF ENACTING
REPLACEMENT LEGISLATION**

WHEREAS, the daily operations of the City of Ashtabula and the Office of the City Manager require the enactment of this legislation; and

WHEREAS, existing Ordinance 2026-50 authorizes compensation, salaries and wages to employees of the City of Ashtabula and the Ashtabula City Health District; and

WHEREAS, it is necessary for this Council and these Public Officers to adopt legislation to provide for amended compensation for these employees.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That Ordinance 2026-04, attached hereto as Exhibit A, is hereby repealed in its entirety for the purpose of allowing the passage of replacement legislation.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST: _____

Stacy L. Millberg
Clerk of Council

APPROVED: _____

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, City Solicitor

ORDINANCE NO. 2026 – 50

AN ORDINANCE AUTHORIZING COMPENSATION, SALARIES AND WAGES TO EMPLOYEES
OF THE CITY OF ASHTABULA AND THE ASHTABULA CITY HEALTH DISTRICT

WHEREAS, the daily operations of the City Manager's Department and the public's peace, health and safety require the enactment of this ordinance; and

WHEREAS, it is necessary for this Council and these Public Officers to adopt legislation to provide for the compensation, salaries and wages to all employees of the City of Ashtabula and the Ashtabula City Health District; and through separate legislation provide for the same for the Municipal Court and Probation Divisions;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That all employees of the City of Ashtabula, Ohio and the Ashtabula City Health District shall receive the following compensation, wages and salaries effective immediately (note: all amounts are in dollars unless otherwise indicated):

See Exhibit "A"

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relate to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: March 2, 2026

John S. Roskovics
Vice President of Council
Russell L. Simeone

Vote:

	Yea	Nay
Roskovics:	<u>Absent</u>	___
Simeone:	<u>/</u>	___
Foglio:	<u>/</u>	___
Guerriero:	<u>/</u>	___
Holman:	<u>/</u>	___
Mills:	<u>/</u>	___
DiGiacomo:	<u>/</u>	___

ATTEST:

Stacy Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this

2

day of March, 2026.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

A. DIVISION OF PUBLIC WORKS AND DIVISION OF SANITATION

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Laborer without CDL	\$ 21.23	\$ 22.29	\$ 23.40	\$ 24.57
Laborer, CDL	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Laborer Sanitation, CDL	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Garage Attendant / Light Equipment	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Heavy Equipment Operator (Class A)	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Heavy Equipment Operator (Class A) Sanitation Semi	\$ 24.79	\$ 26.03	\$ 27.34	\$ 28.70
Heavy Equipment Operator (Class B)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Sweeper Operator	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Auto Mechanic	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Labor Foreman (No Steps)	\$ 30.14			
Sanitation Foreman (No Steps)	\$ 30.14			
Auto Mechanic / Foreman (No Steps)	\$ 30.14			
Office Attendant/Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24

B. DIVISION OF WASTEWATER TREATMENT

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Operator I (Without Certification)	\$ 22.35	\$ 23.47	\$ 24.64	\$ 25.87
Operator I (Class I Certification)	\$ 24.22	\$ 25.43	\$ 26.70	\$ 28.03
Operator II (Class II Certification)	\$ 24.35	\$ 25.56	\$ 26.84	\$ 28.18
Operator II (Class II Certification) From Lab	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Laboratory Technician I (Without Certification)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Laboratory Technician I (Class I Certification)	\$ 25.02	\$ 26.27	\$ 27.58	\$ 28.96
Laboratory Technician II (Class II Certification)	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Chemist Level I	\$ 26.74	\$ 28.08	\$ 29.49	\$ 30.96
Chemist Level II	\$ 29.40	\$ 30.87	\$ 32.42	\$ 34.04
Chemist Level III	\$ 32.06	\$ 33.67	\$ 35.35	\$ 37.12
Maintenance Mechanic Helper	\$ 22.95	\$ 24.10	\$ 25.30	\$ 26.57
Maintenance Mechanic	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Maintenance Foreman (No Steps)	\$ 30.14			
Assistant Director / Pretreatment Program (Class III Certification)	\$ 25.68	\$ 26.96	\$ 28.31	\$ 29.73
Solids Operator (Without Certification)	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Solids Operator (Class I Certification)	\$ 24.22	\$ 25.43	\$ 26.70	\$ 28.03
Solids Operator (Class II Certification)	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Maintenance Electrician	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Heavy Equipment Operator (Class B)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Engineering Technician	\$ 24.66	\$ 25.90	\$ 27.19	\$ 28.55
Lead Operator (Class III Certification) No Steps	\$ 30.62			
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24

C. DIVISION OF PARKS, RECREATION & FORESTRY

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Tree Trimmer & Operator (Grade 1)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Tree Trimmer & Operator (Grade 2)	\$ 23.52	\$ 24.69	\$ 25.93	\$ 27.23
Tree Trimmer & Operator (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Tree Trimmer & Foreman (No Steps)	\$ 30.14			
Recreation Maintenance (Grade 1)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Recreation Maintenance (Grade 2)	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Recreation Maintenance (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94

D. DIVISION OF TRAFFIC

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Traffic Maintenance Operator (Grade 1)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Traffic Maintenance Operator (Grade 2)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Traffic Maintenance Operator (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Traffic Foreman (No Steps)	\$ 30.14			

E. DIVISION OF PLANNING & COMMUNITY DEVELOPMENT

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Assistant Director (No Steps)	\$ 32.82			
Project Administrator	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26
Housing Inspector (Step 1)	\$ 25.57	\$ 26.85	\$ 28.20	\$ 29.61
Housing Inspector (Step 2)	\$ 26.78	\$ 28.12	\$ 29.53	\$ 31.00
Planner Grantsman	\$ 25.87	\$ 27.16	\$ 28.52	\$ 29.95
Building Inspector	\$ 26.45	\$ 27.77	\$ 29.16	\$ 30.62
Housing Inspector/Engineering Technician	\$ 27.56	\$ 28.94	\$ 30.39	\$ 31.90
Code Enforcement Officer	\$ 22.41	\$ 23.53	\$ 24.71	\$ 25.94
Engineering Inspector	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Senior Engineering Aide	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Senior Civil Engineer	\$ 26.80	\$ 28.14	\$ 29.55	\$ 31.03
Civil Engineer	\$ 26.45	\$ 27.77	\$ 29.16	\$ 30.62
Executive Secretary	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43
Commissioner of Buildings	\$ 27.55	\$ 28.93	\$ 30.37	\$ 31.89
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Animal Control Officer (Part-Time)	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63
Animal Control / Code Enforcement Officer	\$ 23.68	\$ 24.87	\$ 26.11	\$ 27.42

F. DIVISION OF LANDS AND BUILDINGS

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Building Foreman (No Steps)	\$ 30.14			
Building Maintenance Person I	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Building Maintenance Person II	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Janitor	\$ 22.19	\$ 23.30	\$ 24.47	\$ 25.69

G. DIVISION OF FINANCE

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Accountant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Payroll & Human Resources Specialist	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Accountant (Part-Time)	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Accounting Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Income Tax Specialist	\$ 25.96	\$ 27.26	\$ 28.63	\$ 30.06
Finance Clerk (Full or Part-Time)	\$ 20.20	\$ 21.21	\$ 22.27	\$ 23.38
Senior Finance Clerk (Full-Time)	\$ 21.21	\$ 22.27	\$ 23.38	\$ 24.55

H. HEALTH DEPARTMENT

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Registrar / Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Registrar/Clerk	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80

I. DIVISION OF POLICE CIVILIAN

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Police Computer Records Clerk	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80
Police Legal Reporter	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80

J. DIVISION OF CLERICAL

2026

Full-Time

GRADE	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
1	\$ 19.77	\$ 20.76	\$ 21.80	\$ 22.89
2	\$ 20.11	\$ 21.12	\$ 22.18	\$ 23.28
3	\$ 20.40	\$ 21.42	\$ 22.49	\$ 23.62
4	\$ 20.76	\$ 21.80	\$ 22.88	\$ 24.03
5	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.45
6	\$ 21.46	\$ 22.53	\$ 23.65	\$ 24.84
7	\$ 21.84	\$ 22.94	\$ 24.08	\$ 25.29
8	\$ 22.23	\$ 23.34	\$ 24.51	\$ 25.74
9	\$ 22.71	\$ 23.84	\$ 25.04	\$ 26.29
10	\$ 23.13	\$ 24.29	\$ 25.50	\$ 26.77

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24
Clerical / Secretarial Floater	\$ 20.27	\$ 21.28	\$ 22.35	\$ 23.46
Clerk / Typist, Part-Time	\$ 16.19	\$ 17.00	\$ 17.85	\$ 18.74

K. DIVISION OF FIRE

2026

Classification	Years	Base Salary
PROB Firefighter	<1	\$ 60,369.29 /yr.
Step 1	1	\$ 65,402.59 /yr.
Step 2	2-4	\$ 67,180.48 /yr.
Step 3	5-7	\$ 71,745.73 /yr.
Step 4	8+	\$ 78,654.72 /yr.
Engineer		\$ 81,014.36 /yr.
Lieutenant		\$ 86,685.37 /yr.
Captain		\$ 92,753.35 /yr.
Fire Marshal		\$ 92,753.35 /yr.

Beginning the first full pay in January, 2022, and each year thereafter, employees certified as a Paramedic shall receive an incentive of \$1500 added to their base salary pay.

Beginning the first full pay in January, 2022, and each year thereafter, employees certified as a Hazardous Materials Technician shall receive an incentive of \$500 added to their base salary pay.

L. DIVISION OF POLICE

2026

			2-4 yr	
	Entrance	1- yr after	after	5+ yr after
	Probation	Step 1	probation	probation
			Step 2	Step 3
Dispatcher	\$ 22.55	\$ 23.90	\$ 25.33	\$ 26.85

			2-4 yr	
	Entrance	1- yr after	after	5+ yr after
	Probation	Step 1	probation	probation
			Step 2	Step 3
Patrolman	\$ 30.03	\$ 31.84	\$ 33.75	\$ 35.78

		(Years as Lt.)
	Entrance	1 + yr
		Step 1
Lieutenant	\$ 37.57	\$ 40.20

M. NON-UNION

2026

DIVISION OF PUBLIC WORKS AND DIVISION OF SANITATION

General Foreman / Public Works	\$	27.87	/hr.
Superintendent / Public Services	\$	87,227.99	/yr.

DIVISION OF WASTEWATER TREATMENT

Superintendent (Class IV Certification) w/ Bachelor's Degree in Civil, Environmental or Chemical Engineering	\$	100,784.91	/yr.
Superintendent (Class IV Certification) - Salary Position	\$	102,458.97	/yr.
Superintendent (Class III Certification) - Salary Position	\$	66,951.17	/yr.
Assistant Superintendent / Director Pretreatment & Water Pollution Program	\$	90,262.55	/yr.
Assistant Superintendent (Class IV Certification & Engineering Degree)	\$	85,004.48	/yr.
Assistant Superintendent (Class III Certification & Engineering Degree)	\$	81,735.07	/yr.
Assistant Superintendent w / Engineering Degree - Salary Position	\$	78,465.67	/yr.
Director-Pretreatment & Water Pollution Program - Class III Certification	\$	32.75	/hr.

DIVISION OF TRAFFIC

Supervisor	\$	29.28	/hr.
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DIVISION OF PLANNING & COMMUNITY DEVELOPMENT

Director	\$	77,549.82	/yr.
City Engineer	\$	77,355.44	/yr.
Supervisor & Senior Civil Engineer	\$	32.11	/hr.

DIVISION OF FINANCE

Director of Finance	\$	95,884.06	/yr.	to	\$	97,173.69	/yr.
Assistant Finance Director	\$	70,967.00	/yr.	to	\$	92,803.00	/yr.
Human Resources & Payroll Administrator	\$	57,842.81	/yr.				

DIVISION OF HEALTH

Health Commissioner	\$	39.39	/hr.
(Full-time on a temporary basis for COVID-19 Pandemic Response)			
Public Health Nursing Director	\$	32.66	/hr.
(Full-time on a temporary basis for COVID-19 Pandemic Response)			
Public Health Nursing Director (Part-time, no benefits)	\$	32.66	/hr.
Environmental Health Director	\$	32.66	/hr.
Nurse (Part-Time)	\$	22.88	/hr.
Clerical Assistant	\$	13.69	/hr.
Public Health Support Specialist (Part-time, temporary)	\$	17.47	/hr.
Public Health Support Specialist (Full-time, temporary)	\$	17.47	/hr.

M. NON-UNION (continued)

2026

ADMINISTRATION

City Manager

\$	90,419.69 /yr.	(effective 12-01-23)
\$	92,228.08 /yr.	(effective 12-01-24)
\$	94,533.78 /yr.	(effective 12-01-25)
\$	97,369.79 /yr.	(effective 12-01-26)

Executive Assistant to the City Manager

\$	29.10 /hr.	to \$	33.57 /hr.
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Executive Secretary (Grade 1)

\$	27.86 /hr.
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Executive Secretary (Grade 2)

\$	23.22 /hr.
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Executive Secretary (Grade 3)

\$	21.85 /hr.
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Executive Secretary (Grade 4)

\$	15.08 /hr.
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City Solicitor

\$	87,441.10 /yr.	(effective 12-01-23)
\$	89,189.92 /yr.	(effective 12-01-24)
\$	91,419.67 /yr.	(effective 12-01-25)
\$	94,162.26 /yr.	(effective 12-01-26)

Assistant City Solicitor I

\$	89,527.60 /yr.
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Assistant City Solicitor II

\$	63,201.94 /yr.
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Part-time Victim Advocate

\$	19.65 /yr.
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Part-time Clerical Assistant to the Solicitor (20 hours per week w/pro-rated benefits,
excluding health & life insurances)

\$	14.78 /hr.
\$	-

Legal Intern

\$	12.48 /hr.
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Clerk of Council

\$	52,952.30 /yr.
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Special Clerk of Council

\$	46.72 /hr.
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DIVISION OF FIRE

Fire Chief

\$	102,458.97 /yr.
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DIVISION OF POLICE

Police Chief

\$	102,458.97 /yr.
----	-----------------

Corrections Officer (Part-time) Step 1 (Entry to yr 1)

\$	24.02 /hr.
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Corrections Officer (Part-time) Step 2 (yr 1 to yr 2)

\$	25.66 /hr.
----	------------

Corrections Officer (Part-time) Step 3 (yr 2 +)

\$	27.30 /hr.
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Dispatcher (Part-time) Grade 1

\$	12.54 /hr.
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Dispatcher (Part-time) Grade 2

\$	13.13 /hr.
----	------------

Dispatcher (Part-time) Grade 3

\$	13.73 /hr.
----	------------

Dispatcher (Part-time) Grade 4

\$	14.32 /hr.
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Dispatcher (Part-time) Grade 5

\$	14.92 /hr.
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Dispatcher (Part-time) Grade 6

\$	15.52 /hr.
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Dispatcher (Part-time) Grade 7

\$	16.11 /hr.
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Dispatcher (Part-time) Grade 8

\$	16.70 /hr.
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Dispatcher (Part-time) Grade 9

\$	17.31 /hr.
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Police Officer in Training

\$	12.48 /hr.
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M. NON-UNION (continued)

2026

MISCELLANEOUS

Fair Housing Board Secretary	\$	4,989.77	/yr.		
Temporary Employee (Exact hourly rate determined by appointing authority)	(State Minimum Wage)	/hr.	to	\$	21.23 /hr.
Temporary Employee working in the bargaining unit (Exact hourly rate determined by appointing authority)	(State Minimum Wage)	/hr.	to	\$	21.23 /hr.

ORDINANCE NO. 2026 – 68

**AN ORDINANCE AUTHORIZING COMPENSATION, SALARIES AND WAGES TO EMPLOYEES
OF THE CITY OF ASHTABULA AND THE ASHTABULA CITY HEALTH DISTRICT**

WHEREAS, the daily operations of the City Manager’s Department and the public’s peace, health and safety require the enactment of this ordinance; and

WHEREAS, it is necessary for this Council and these Public Officers to adopt legislation to provide for the compensation, salaries and wages to all employees of the City of Ashtabula and the Ashtabula City Health District; and through separate legislation provide for the same for the Municipal Court and Probation Divisions;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That all employees of the City of Ashtabula, Ohio and the Ashtabula City Health District shall receive the following compensation, wages and salaries effective immediately (note: all amounts are in dollars unless otherwise indicated):

See Exhibit “A”

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relate to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

A. DIVISION OF PUBLIC WORKS AND DIVISION OF SANITATION

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Laborer without CDL	\$ 21.23	\$ 22.29	\$ 23.40	\$ 24.57
Laborer, CDL	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Laborer Sanitation, CDL	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Garage Attendant / Light Equipment	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Heavy Equipment Operator (Class A)	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Heavy Equipment Operator (Class A) Sanitation Semi	\$ 24.79	\$ 26.03	\$ 27.34	\$ 28.70
Heavy Equipment Operator (Class B)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Sweeper Operator	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Auto Mechanic	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Labor Foreman (No Steps)	\$ 30.14			
Sanitation Foreman (No Steps)	\$ 30.14			
Auto Mechanic / Foreman (No Steps)	\$ 30.14			
Office Attendant/Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24

B. DIVISION OF WASTEWATER TREATMENT

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Operator I (Without Certification)	\$ 22.35	\$ 23.47	\$ 24.64	\$ 25.87
Operator I (Class I Certification)	\$ 24.22	\$ 25.43	\$ 26.70	\$ 28.03
Operator II (Class II Certification)	\$ 24.35	\$ 25.56	\$ 26.84	\$ 28.18
Operator II (Class II Certification) From Lab	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Laboratory Technician I (Without Certification)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Laboratory Technician I (Class I Certification)	\$ 25.02	\$ 26.27	\$ 27.58	\$ 28.96
Laboratory Technician II (Class II Certification)	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Chemist Level I	\$ 26.74	\$ 28.08	\$ 29.49	\$ 30.96
Chemist Level II	\$ 29.40	\$ 30.87	\$ 32.42	\$ 34.04
Chemist Level III	\$ 32.06	\$ 33.67	\$ 35.35	\$ 37.12
Maintenance Mechanic Helper	\$ 22.95	\$ 24.10	\$ 25.30	\$ 26.57
Maintenance Mechanic	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Maintenance Foreman (No Steps)	\$ 30.14			
Assistant Director / Pretreatment Program (Class III Certification)	\$ 25.68	\$ 26.96	\$ 28.31	\$ 29.73
Solids Operator (Without Certification)	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Solids Operator (Class I Certification)	\$ 24.22	\$ 25.43	\$ 26.70	\$ 28.03
Solids Operator (Class II Certification)	\$ 25.68	\$ 26.97	\$ 28.31	\$ 29.73
Maintenance Electrician	\$ 24.51	\$ 25.74	\$ 27.02	\$ 28.37
Heavy Equipment Operator (Class B)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Engineering Technician	\$ 24.66	\$ 25.90	\$ 27.19	\$ 28.55
Lead Operator (Class III Certification) No Steps	\$ 30.62			
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24

C. DIVISION OF PARKS, RECREATION & FORESTRY

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Tree Trimmer & Operator (Grade 1)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Tree Trimmer & Operator (Grade 2)	\$ 23.52	\$ 24.69	\$ 25.93	\$ 27.23
Tree Trimmer & Operator (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Tree Trimmer & Foreman (No Steps)	\$ 30.14			
Recreation Maintenance (Grade 1)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Recreation Maintenance (Grade 2)	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Recreation Maintenance (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Light Equipment Operator	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94

D. DIVISION OF TRAFFIC

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Laborer	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Traffic Maintenance Operator (Grade 1)	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Traffic Maintenance Operator (Grade 2)	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.61
Traffic Maintenance Operator (Grade 3)	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Traffic Foreman (No Steps)	\$ 30.14			

E. DIVISION OF PLANNING & COMMUNITY DEVELOPMENT

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Assistant Director (No Steps)	\$ 32.82			
Project Administrator	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26
Housing Inspector (Step 1)	\$ 25.57	\$ 26.85	\$ 28.20	\$ 29.61
Housing Inspector (Step 2)	\$ 26.78	\$ 28.12	\$ 29.53	\$ 31.00
Planner Grantsman	\$ 25.87	\$ 27.16	\$ 28.52	\$ 29.95
Building Inspector	\$ 26.45	\$ 27.77	\$ 29.16	\$ 30.62
Housing Inspector/Engineering Technician	\$ 27.56	\$ 28.94	\$ 30.39	\$ 31.90
Code Enforcement Officer	\$ 22.41	\$ 23.53	\$ 24.71	\$ 25.94
Engineering Inspector	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Senior Engineering Aide	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57
Senior Civil Engineer	\$ 26.80	\$ 28.14	\$ 29.55	\$ 31.03
Civil Engineer	\$ 26.45	\$ 27.77	\$ 29.16	\$ 30.62
Executive Secretary	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43
Commissioner of Buildings	\$ 27.55	\$ 28.93	\$ 30.37	\$ 31.89
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Animal Control Officer (Part-Time)	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63
Animal Control / Code Enforcement Officer	\$ 23.68	\$ 24.87	\$ 26.11	\$ 27.42

F. DIVISION OF LANDS AND BUILDINGS

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Building Foreman (No Steps)	\$ 30.14			
Building Maintenance Person I	\$ 22.77	\$ 23.91	\$ 25.11	\$ 26.36
Building Maintenance Person II	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.79
Janitor	\$ 22.19	\$ 23.30	\$ 24.47	\$ 25.69

G. DIVISION OF FINANCE

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Accountant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Payroll & Human Resources Specialist	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Accountant (Part-Time)	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94
Accounting Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Income Tax Specialist	\$ 25.96	\$ 27.26	\$ 28.63	\$ 30.06
Finance Clerk (Full or Part-Time)	\$ 20.20	\$ 21.21	\$ 22.27	\$ 23.38
Senior Finance Clerk (Full-Time)	\$ 21.21	\$ 22.27	\$ 23.38	\$ 24.55

H. HEALTH DEPARTMENT

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Registrar / Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Registrar/Clerk	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80

I. DIVISION OF POLICE CIVILIAN

	0-2 yr. Step 1	3-5 yr. Step 2	6-10 yr Step 3	11+ Step 4
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.84	\$ 29.24
Police Computer Records Clerk	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80
Police Legal Reporter	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80

J. DIVISION OF CLERICAL

2026

Full-Time

GRADE	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
1	\$ 19.77	\$ 20.76	\$ 21.80	\$ 22.89
2	\$ 20.11	\$ 21.12	\$ 22.18	\$ 23.28
3	\$ 20.40	\$ 21.42	\$ 22.49	\$ 23.62
4	\$ 20.76	\$ 21.80	\$ 22.88	\$ 24.03
5	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.45
6	\$ 21.46	\$ 22.53	\$ 23.65	\$ 24.84
7	\$ 21.84	\$ 22.94	\$ 24.08	\$ 25.29
8	\$ 22.23	\$ 23.34	\$ 24.51	\$ 25.74
9	\$ 22.71	\$ 23.84	\$ 25.04	\$ 26.29
10	\$ 23.13	\$ 24.29	\$ 25.50	\$ 26.77

	0-2 yr.	3-5 yr.	6-10 yr	11+
	Step 1	Step 2	Step 3	Step 4
Administrative Assistant	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24
Clerical / Secretarial Floater	\$ 20.27	\$ 21.28	\$ 22.35	\$ 23.46
Clerk / Typist, Part-Time	\$ 16.19	\$ 17.00	\$ 17.85	\$ 18.74

K. DIVISION OF FIRE

2026

Classification	Years	Base Salary
PROB Firefighter	<1	\$ 60,369.29 /yr.
Step 1	1	\$ 65,402.59 /yr.
Step 2	2-4	\$ 67,180.48 /yr.
Step 3	5-7	\$ 71,745.73 /yr.
Step 4	8+	\$ 78,654.72 /yr.
Engineer		\$ 81,014.36 /yr.
Lieutenant		\$ 86,685.37 /yr.
Captain		\$ 92,753.35 /yr.
Fire Marshal		\$ 92,753.35 /yr.

Beginning the first full pay in January, 2022, and each year thereafter, employees certified as a Paramedic shall receive an incentive of \$1500 added to their base salary pay.

Beginning the first full pay in January, 2022, and each year thereafter, employees certified as a Hazardous Materials Technician shall receive an incentive of \$500 added to their base salary pay.

L. DIVISION OF POLICE

2026

	Entrance Probation	1- yr after probation Step 1	2-4 yr after probation Step 2	5+ yr after probation Step 3
Dispatcher	\$ 22.55	\$ 23.90	\$ 25.33	\$ 26.85

	Entrance Probation	1- yr after probation Step 1	2-4 yr after probation Step 2	5+ yr after probation Step 3
Patrolman	\$ 30.03	\$ 31.84	\$ 33.75	\$ 35.78

	Entrance	1 + yr Step 1
Lieutenant	\$ 37.57	\$ 40.20

(Years as Lt.)

M. NON-UNION

2026

DIVISION OF PUBLIC WORKS AND DIVISION OF SANITATION

General Foreman / Public Works	\$	27.87	/hr.
Superintendent / Public Services	\$	87,227.99	/yr.

DIVISION OF WASTEWATER TREATMENT

Superintendent (Class IV Certification) w/ Bachelor's Degree in Civil, Environmental or Chemical Engineering	\$	100,784.91	/yr.
Superintendent (Class IV Certification) - Salary Position	\$	102,458.97	/yr.
Superintendent (Class III Certification) - Salary Position	\$	66,951.17	/yr.
Assistant Superintendent / Director Pretreatment & Water Pollution Program	\$	90,262.55	/yr.
Assistant Superintendent (Class IV Certification & Engineering Degree)	\$	85,004.48	/yr.
Assistant Superintendent (Class III Certification & Engineering Degree)	\$	81,735.07	/yr.
Assistant Superintendent w / Engineering Degree - Salary Position	\$	78,465.67	/yr.
Director-Pretreatment & Water Pollution Program - Class III Certification	\$	32.75	/hr.

DIVISION OF TRAFFIC

Supervisor	\$	29.28	/hr.
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DIVISION OF PLANNING & COMMUNITY DEVELOPMENT

Director	\$	77,549.82	/yr.
City Engineer	\$	77,355.44	/yr.
Supervisor & Senior Civil Engineer	\$	32.11	/hr.

DIVISION OF FINANCE

Director of Finance	\$	95,884.06	/yr.	to	\$	97,173.69	/yr.
Assistant Finance Director	\$	70,967.00	/yr.	to	\$	92,803.00	/yr.
Human Resources & Payroll Administrator	\$	57,842.81	/yr.				

DIVISION OF HEALTH

Health Commissioner	\$	39.39	/hr.
(Full-time on a temporary basis for COVID-19 Pandemic Response)			
Public Health Nursing Director	\$	32.66	/hr.
(Full-time on a temporary basis for COVID-19 Pandemic Response)			
Public Health Nursing Director (Part-time, no benefits)	\$	32.66	/hr.
Environmental Health Director	\$	32.66	/hr.
Nurse (Part-Time)	\$	22.88	/hr.
Clerical Assistant	\$	13.69	/hr.
Public Health Support Specialist (Part-time, temporary)	\$	17.47	/hr.
Public Health Support Specialist (Full-time, temporary)	\$	17.47	/hr.

M. NON-UNION (continued)

2026

ADMINISTRATION

City Manager

\$	90,419.69 /yr.	(effective 12-01-23)
\$	92,228.08 /yr.	(effective 12-01-24)
\$	94,533.78 /yr.	(effective 12-01-25)
\$	97,369.79 /yr.	(effective 12-01-26)

Executive Assistant to the City Manager

\$	29.10 /hr.	to	\$	33.57 /hr.
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Executive Secretary (Grade 1)

\$	27.86 /hr.
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Executive Secretary (Grade 2)

\$	23.22 /hr.
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Executive Secretary (Grade 3)

\$	21.85 /hr.
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Executive Secretary (Grade 4)

\$	15.08 /hr.
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City Solicitor

\$	87,441.10 /yr.	(effective 12-01-23)
\$	89,189.92 /yr.	(effective 12-01-24)
\$	91,419.67 /yr.	(effective 12-01-25)
\$	94,162.26 /yr.	(effective 12-01-26)

Assistant City Solicitor I

\$	89,527.60 /yr.
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Assistant City Solicitor II

\$	63,201.94 /yr.
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Part-time Victim Advocate

\$	19.65 /hr.
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Full-time Victim Advocate

\$	19.65 /hr.
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Part-time Clerical Assistant to the Solicitor (20 hours per week w/pro-rated benefits,
excluding health & life insurances)

\$	14.78 /hr.
\$	-

Legal Intern

\$	12.48 /hr.
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Clerk of Council

\$	52,952.30 /yr.
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Special Clerk of Council

\$	46.72 /hr.
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DIVISION OF FIRE

Fire Chief

\$	102,458.97 /yr.
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DIVISION OF POLICE

Police Chief

\$	102,458.97 /yr.
----	-----------------

Corrections Officer (Part-time) Step 1 (Entry to yr 1)

\$	24.02 /hr.
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Corrections Officer (Part-time) Step 2 (yr 1 to yr 2)

\$	25.66 /hr.
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Corrections Officer (Part-time) Step 3 (yr 2 +)

\$	27.30 /hr.
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Dispatcher (Part-time) Grade 1

\$	12.54 /hr.
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Dispatcher (Part-time) Grade 2

\$	13.13 /hr.
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Dispatcher (Part-time) Grade 3

\$	13.73 /hr.
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Dispatcher (Part-time) Grade 4

\$	14.32 /hr.
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Dispatcher (Part-time) Grade 5

\$	14.92 /hr.
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Dispatcher (Part-time) Grade 6

\$	15.52 /hr.
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Dispatcher (Part-time) Grade 7

\$	16.11 /hr.
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Dispatcher (Part-time) Grade 8

\$	16.70 /hr.
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Dispatcher (Part-time) Grade 9

\$	17.31 /hr.
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Police Officer in Training

\$	12.48 /hr.
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M. NON-UNION (continued)

2026

MISCELLANEOUS

Fair Housing Board Secretary	\$	4,989.77	/yr.		
Temporary Employee (Exact hourly rate determined by appointing authority)	(State Minimum Wage)	/hr.	to	\$	21.23 /hr.
Temporary Employee working in the bargaining unit (Exact hourly rate determined by appointing authority)	(State Minimum Wage)	/hr.	to	\$	21.23 /hr.

ORDINANCE NO. 2026 - 69

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DISPOSE
FINANCE DEPARTMENT OBSOLETE ASSETS**

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for the disposition of obsolete assets, which is no longer required in the City of Ashtabula Finance Department operations; and

WHEREAS, The City of Ashtabula Finance Department is no longer in possession of these assets due to city hall relocation, long passed expiration date, or breaking.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to dispose of the following obsolete finance department assets, which are not needed for any City operations:

Asset Tag #	Description	Service Date	Years
2669	DFX 5000 PRINTER	8/7/1996	5
2835	COMPUTER SYSTEM	5/7/1999	5
2945	COMPUTER SERVER	10/13/2000	5
3088	INSPIRON 9100, PENTIUM 4	8/6/2004	5
3111	COMPUTER SERVER & JBASE	5/6/2005	5
98-133	CMI FINANCE/PAYROLL SOFTW	7/10/1998	10
99-022	PURCH/INSTALL/TRAIN-CMI S	12/31/1999	5
99-022.1	PURCH/INSTALL/TRAIN-CMI S	12/31/1999	5
3168	BURSTER	8/16/2006	7
2007-13	CMI UTYX UPGRADE	12/21/2007	5
2007-15.1	CMI FINANCE UPGRADE	12/21/2007	5
2007-14	CMI PAYROLL UPGRADE	12/21/2007	5
2007-15.2	CMI FINANCE UPGRADE	12/21/2007	5
3224	COMPUTER SERVER	1/4/2008	5
3224.1	COMPUTER SERVER	1/4/2008	5
2008-04	UTILITY CONNECT SOFTWARE	4/18/2008	5
3303	FINANCE SERVER	8/9/2013	5
2014-01.2	TIMEKEEPING CLOCKS	4/4/2014	3
3416	VACUUM AIR TUBE	3/10/2017	7

SECTION 1. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 2. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ *day of* _____, 2026.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

ORDINANCE NO. 2026 - 70

AN ORDINANCE TO FORMALLY INCLUDE SMALL CITIES PROGRAM GRANT AS A PASSTHROUGH EXPENSE IN THE PERMANENT IMPROVEMENT FUND #412 IN FISCAL YEAR 2026

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and

WHEREAS, the City of Ashtabula was awarded a Small Cities Program grant in the amount of \$1,184,970.00 for the SR 84/W 48th Street Roadway improvement project in the City of Ashtabula on August 29, 2022; and

WHEREAS, LPA Federal ODOT-LET project agreement # 43820 (PID # 120923) was made between the Ohio Department of Transportation (ODOT) and the City of Ashtabula on March 11, 2026; and

WHEREAS, the Finance Department is required to formally include such passthrough expenses in the full amount of \$1,184,970.00 in the Permanent Improvement fund Street Improvements Account #412.200.5554.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Finance Director is authorized to formally include Small Cities Grant as a passthrough transaction in the Permanent Improvement fund #412.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, if approved by the votes of five (5) or more members of Council, this ordinance shall take effect immediately; otherwise, 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST: _____
Stacy L. Millberg
Clerk of Council

APPROVED: _____
James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, City Solicitor



OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223

614-466-7170

transportation.ohio.gov

August 29, 2022

Mr. James Timonere
City of Ashtabula
4717 Main Avenue
Ashtabula, Ohio 44044

Dear Mr. Timonere:

The Ohio Department of Transportation (ODOT) is pleased to inform you that the SR 84/W. 48th Street roadway improvement project has been selected for funding in the Small City Program. The project selections are contingent upon the availability of future federal funds.

In the past, ODOT has provided 80% of the eligible costs in Federal funds through the Small City Program. This year the program is utilizing Toll Revenue Credit (TRC) to provide 95% of the eligible costs, up to a maximum of **\$1,184,970** in Federal funds through the Small City Program, for project award in State Fiscal Year (SFY) 2026.

Please provide written acceptance of the awarded Small City funds by **Friday, October 14, 2022** via email to Nichole.Lawhorn@dot.ohio.gov. If acceptance is not received by this date, the funds will be rescinded and awarded to another project in order to ensure a fully funded program.

Please contact Jeff Cutler, in the ODOT District 4 office at (330) 786-4807, to scope the project and establish the milestone dates. Failure to meet the agreed upon dates could result in funding being withdrawn.

If you have any questions, please feel free to contact me at (614) 752-6581 or at the email address provided above.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nichole Lawhorn'.

Nichole Lawhorn
Program Manager
Office of Local Programs

c: Jeff Cutler, ODOT District 4

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

Agreement Number: 43820

PID Number: 120923

County-Route-Section: ATB-84-13.43

SAM Unique Entity ID: [Click or tap here to enter text.](#)

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the City of Ashtabula, 4250 Lake Avenue, Ashtabula, OH 44004 (LPA)

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Reconstruction of ATB W 48th St/SR 84 from Park Ave to E 46th St in the City of Ashtabula, Ashtabula County, Ohio. Includes full depth pavement replacement, curb and catch basin replacement, sidewalk replacement for ADA curb ramps, new signs and pavement markings. (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$1,318,612.

ODOT shall provide to the LPA 95 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B97 SMALL CITIES - 5,000 - 25,000 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$1,184,970 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does include Toll Revenue Credit at 15 percent, up to a maximum of \$187,100.53. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager

- 3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 15.1 of this Agreement.
- 3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.4 The LPA is not administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.
- 3.5 The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.

3.6 Payment or reimbursement to the LPA shall be submitted to:

City of Ashtabula
4250 Lake Avenue
Ashtabula, OH 44004

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation	X		Refer to Section 7.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee

	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1600.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

- H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
 - I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 16.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.
- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).
7. R/W/UTILITIES/RAILROAD COORDINATION
- 7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.
- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III

of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

- 8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

- 9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues
- 9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.
- 9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

- 10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.
- 10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to

the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

- 11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection.

Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.
- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take

all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.
- 14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Jim Tomonere, City Manager	Kyle Koppes, Consultant Manager
City of Ashtabula	Ohio Department of Transportation- D4
4250 Lake Avenue	2088 South Arlington Road
Ashtabula, OH 44004	Akron, OH 44306

16. GENERAL PROVISIONS

- 16.1 *Financial Reporting and Audit Requirements:* If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$1,000,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure

an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 16.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 16.3 **Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 16.4 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 16.5 **Trade:** Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source

¹ Per 2 CFR §200.502

regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 16.6 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 16.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 16.10 *Merger and Modification:* This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

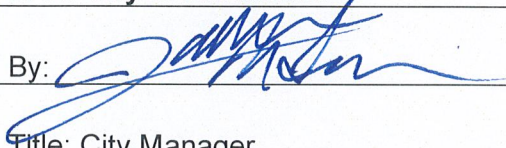
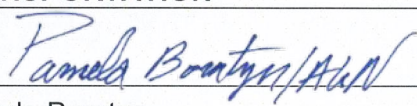
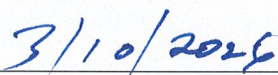
Agreement Number: 43820

PID Number: 120923

County-Route-Section: ATB-84-13.43

SAM Unique Entity ID: [Click or tap here to enter text.](#)

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Ashtabula	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By: 
Title: City Manager	Pamela Boratyn Director
Date: 	Date: 3/11/2026

ORDINANCE NO. 2026 - 71

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE AND UNNEEDED EQUIPMENT FROM THE ASHTABULA POLICE DEPARTMENT

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide for the disposition of obsolete personal property which is no longer required in City operations, in order to promote efficiency;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to dispose of the following obsolete equipment which is not needed for City operations due to age and condition and are not operational:

- | | |
|---|--|
| 1. Hewlett-Packard LaserJet printer
(manufactured July 30, 1999) | 7. Legacy office telephone system
console |
| 2. Multiple legacy laser printers and
printer housings | 8. Vintage IBM computer terminals and
keyboards |
| 3. Sharp multifunction copier/printer
unit | 9. Miscellaneous computer hardware
and electronic components |
| 4. Additional copier/printer components
and trays | 10. Printer stands and equipment racks |
| 5. Outdated desktop computer towers
including Dell and generic systems | 11. NordicTrack elliptical exercise
machine (Model E7.0) located in
storage area |
| 6. Loose computer peripherals, cables,
and power cords | |

The Manager is authorized to dispose of said items for the best price obtainable by public auction held by any commercially reasonable means, including but not limited to internet auctions. In the alternative the items may be sold without bid to another governmental entity or to a charitable organization with Internal Revenue Code 501(c)(3) status or donated to such an entity or organization. If the foregoing options are exhausted or impractical, item may be sold as scrap or disposed of as waste. If the items are sold, any receipts from the sale(s) are to be deposited into Fund 503.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Ohio Revised Code.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

Yay Nay

Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor

ORDINANCE NO. 2026 - 72

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASCENDANCE TRUCK CENTERS FOR STREET SWEEPER REPAIRS

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it has been necessary to make repairs to a street sweeper used by the Public Works Division in order to protect the public health and safety; and,

WHEREAS, after various attempts with various repair shops to obtain estimates and repairs needed related to ongoing issues with performance of the Elgin Road Wizard Street Sweeper, Ascendance Truck Centers has evaluated the vehicle and has determined it is in need of a new secondary engine and the proposal submitted by said company appears to be a responsible proposal defined by law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a contract with Ascendance Truck Centers located at 431 Richmond St., Painesville, OH 44077, for materials and services to repair the Elgin Road Wizard street sweeping machine as described in the attached exhibit. The cost of materials and labor for the necessary repairs shall not exceed the sum of \$24,515.93. Payment for the foregoing materials and services is authorized to be made from Permanent Improvement Fund 412.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Ohio Revised Code.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

Repair Management
BY NAVISTAR

ASCENDANCE TRUCK CENTERS

431 RICHMOND ST. - PAINESVILLE, OH 440773033

Phone: (800) 362-1470 - Fax: (440) 354-3528

Estimate Number: 5056756 - RO Number: 1778

Service Writer: Mary Kosmerl - Date: 3/23/2026 6:38 AM (C)

Currency: USD



Unit No: SWEEPER

Ashtabula, City Of

VIN: 1FVACXDT6EHFW2462
Model: Truck FREIGHTLINER M2
Engine: Cummins ISB Diesel
Make: FREIGHTLINER Year: 2014
Mileage: 0 Eng Hrs: 0 License Plate:

Contact Name: GARY NONE
Position: primary, service-primary, parts-primary
Phone: (440) 969-3354
E-Mail:
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
DIAGNOSTICS	\$1,140.00	\$0.00	\$0.00	\$1,140.00
REPLACE SWEEPER ENGINE	\$6,650.00	\$16,575.93	\$0.00	\$23,225.93
(1) NEW LON BLOCK ENGINE FOR SWEEPER				

Notes: [3/23/2026 6:38 AM] - Dealer: QUOTE FOR REPAIRS:
Removed and inspected filter, checked pistons found #2 is cracked
measured cylinders and found out that the bores are worn out recommend
doing a long block, after removal and disassemble the bores measure out at
#1 is 3.741
#2 is 3.740
#3 is 3.746
#4 is 3.743

Summary	
Parts:	\$16,575.93
Core:	\$0.00
Labor:	\$7,790.00
Shop:	\$150.00
Tax:	\$0.00
TOTAL:	\$24,515.93

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate.

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____

DATE: ___/___/___

ORDINANCE NO. 2026 - 73

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A SCAG ZERO TURN AND PUSH MOWER FOR PARKS & RECREATION

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, it is necessary to provide equipment for use in our Public Works Department, Parks & Recreation staff to protect and preserve the public safety and promote the general welfare; and,

WHEREAS, Parks & Recreation staff has evaluated equipment needs and determined purchasing a Scag Zero Turn Mower and a Commercial Push Mower from Best Truck Equipment, Inc. is the most responsible choice for this equipment.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a contract with Best Truck Equipment, Inc. located at 300 Temple Ave, Painesville Township, Ohio, 44077, a participant in Sourcewell (Contract #031121-SCG), to purchase a Scag Zero Turn Mower and a Commercial Push Mower as described in the attached Exhibit. The cost of material and services provided under the foregoing agreement shall not exceed the sum of \$16,963.00. Payment for the foregoing materials and services is authorized from Parks & Recreation fund 233.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Ohio Revised Code.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor

BEST TRUCK EQUIPMENT INC.

300 TEMPLE AVE

PAINESVILLE TOWNSHIP, OH 44077

Phone: (440) 579-5300 Fax: (440) 579-5255

Invoice Estimate**222881**

Thank you for your business!

Bill To				Ship To		
ASHTABULA CITY 4250 LAKE AVE ASHTABULA, OH 44004						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
1079	DOMINIC		(440) 993-8101		Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Scott Swiger	Scott Swiger	03/11/26	222881	accountspayable@ashtabulacity.com		COUNTER SALES

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
842D	SCAW	STTII-61V-40BV EFI	1		1	\$17,599.00	\$14,624.00	\$14,624.00
7A04	SCAW	SFCII30-7CV-S 30" SWIVEL	1		1	\$2,800.00	\$2,339.00	\$2,339.00

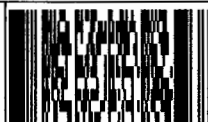
Note

PRICING BASED ON SOURCE WELL BID PROGRAM CONTRACT #031121-SCG

Invoice Total	\$16,963.00
Sales Tax	\$0.00
Grand Total	\$16,963.00

2.0% Service Charge monthly if not paid within terms.
 NO returns after 15 days ~ 25% Restocking Fee on returns.
 NO returns on Electric and Plow Parts or Special Orders.
 Please pay from Invoice.

Notes:



Customer acknowledges receipt thereof:

ORDINANCE NO. 2026 - 74

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH SHAWN & DELIA HOCH FOR TAX ABATEMENT AT 100% FOR 7 YEARS FOR NEW RESIDENTIAL DWELLINGS LOCATED AT 1814 WEST 10TH STREET, ASHTABULA, OH 44004

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the City of Ashtabula has created a Community Reinvestment Area in accordance with the requirements of Chapter 3735 of the Revised Code of Ohio in order to provide incentives for economic development in order to advance the public convenience, comfort and welfare, which Community Reinvestment Area has been approved by the Ohio Department of Development; and,

WHEREAS, Shawn and Delia Hoch have applied for a one hundred percent (100%) abatement of the assessed value to be exempted for 7 years for a new residential dwelling located at 1814 West 10th Street, in the City of Ashtabula, applications for which are attached hereto as an Exhibit; and,

WHEREAS, the Boards of Education of the Ashtabula Area City School District and ATECH have both been notified of said application for said tax abatement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a Community Reinvestment Area Tax Incentive Agreement with Shawn and Delia Hoch, permitting a one hundred per cent (100%) abatement of the assessed value to be exempted for 7 years upon conditions as required in Chapter 193 of the Codified Ordinances, Revised Code Section 3735.67, and such other reasonable terms as are deemed appropriate to advance the purposes of the Community Reinvestment Area.

SECTION 2. That the Manager cause written notice of the passage of this Ordinance authorizing said agreement to be given in writing to the Boards of Education of the Ashtabula Area City Schools and A TECH, as well as to the Board of County Commissioners of Ashtabula County, Ohio.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 4. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

Yay Nay

Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor

ORDINANCE NO. 2026 - 75

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH MITCHELL MALASKY & AMANDA WOOD FOR TAX ABATEMENT AT 100% FOR 7 YEARS FOR NEW RESIDENTIAL DWELLINGS LOCATED AT 2602 BROOKE LANE, ASHTABULA, OH 44004

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the City of Ashtabula has created a Community Reinvestment Area in accordance with the requirements of Chapter 3735 of the Revised Code of Ohio in order to provide incentives for economic development in order to advance the public convenience, comfort and welfare, which Community Reinvestment Area has been approved by the Ohio Department of Development; and,

WHEREAS, Mitchell Malasky and Amanda Wood have applied for a one hundred percent (100%) abatement of the assessed value to be exempted for 7 years for a new residential dwelling located at 2602 Brooke Lane, in the City of Ashtabula, applications for which are attached hereto as an Exhibit; and,

WHEREAS, the Boards of Education of the Ashtabula Area City School District and ATECH have both been notified of said application for said tax abatement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a Community Reinvestment Area Tax Incentive Agreement with Mitchell Malasky and Amanda Wood, permitting a one hundred per cent (100%) abatement of the assessed value to be exempted for 7 years upon conditions as required in Chapter 193 of the Codified Ordinances, Revised Code Section 3735.67, and such other reasonable terms as are deemed appropriate to advance the purposes of the Community Reinvestment Area.

SECTION 2. That the Manager cause written notice of the passage of this Ordinance authorizing said agreement to be given in writing to the Boards of Education of the Ashtabula Area City Schools and A TECH, as well as to the Board of County Commissioners of Ashtabula County, Ohio.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 4. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

Yay Nay

Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2026.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor