



City of Ashtabula

Ashtabula City Council Regular Meeting
Monday, April 20, 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, April 6, 2026
 2. Regular Council Meeting Minutes, April 6, 2026
- b. Resolutions

7. New Business

- a. For Passage
 1. **ORDINANCE NO. 2026 - 76**
AN ORDINANCE AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026
 2. **ORDINANCE NO. 2026 - 77**
AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING FOR THE WEST 48TH STREET/COLLINS BOULEVARD (S.R. 84) PROJECT
 3. **ORDINANCE NO. 2026 - 78**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A

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CONTRACT WITH BEST TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A BOSS PLOW PACKAGE FOR WATER POLLUTION CONTROL

4. **ORDINANCE NO. 2026 - 79**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH J. SEVERINO CONSTRUCTION INC. FOR THE OPWC MICHIGAN AVENUE SANITARY IMPROVEMENTS PROJECT

5. **ORDINANCE NO. 2026 - 80**

AN ORDINANCE AUTHORIZING THE CITY MANAGER, TO ENTER INTO A CONTRACT WITH GPD GROUP OF AKRON, OHIO FOR THE PURPOSE OF PROVIDING ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION FOR HULBERT AVENUE (SOUTH) RECONSTRUCTION

6. **ORDINANCE NO. 2026 - 81**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE COUNTY LANDSCAPE & SUPPLY, INC. FOR THE WEST AVENUE SIDEWALK PROJECT

7. **RESOLUTION NO. 2026 - 82**

A RESOLUTION BY THE CITY OF ASHTABULA TO SUPPORT SUBMISSION OF A STATE OF OHIO BROWNFIELD REMEDIATION PROGRAM FUND – REMEDIATION GRANT BY THE ASHTABULA CITY PORT AUTHORITY FOR THE TANNERY HILL PROPERTY

b. First Reading(s)

1. **ORDINANCE NO. 2026 - 83**

AN ORDINANCE ENACTING ADOPTION OF THE EMPLOYEE GENERAL REIMBURSEMENT POLICY

2. **ORDINANCE NO. 2026 - 84**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO REPOWER THE 32' JUSTICE BASE BOAT AT ROAMING ROCK MARINA

8. **Continuing Business/Public Hearings**

a. Second 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 44004

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

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- 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, April 6, 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, Vice President Russell Simeone, 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: None

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 apply for the Ohio Department of Development Downtown Buildings Flexible Grant Program in the amount of \$245,000 to assist with a project at Rennick's Meat Market, 1104 Bridge Street, which is looking to expand the upstairs area of the restaurant.
- An ordinance to enter into a contract with Parram Electric to upgrade the W. 19th Street, Lake Avenue, West Avenue traffic signal for \$41,700.
- An ordinance to enter into a contract with Koski Construction for the 2026 paving program. Koski was the lowest bidder for \$655,914.50. The paving list includes Myrtle Avenue, between W. 10th Street and W. 11th Street; Gladding Avenue; E. 16th Street from Columbus Avenue to Harbor Avenue; Dunsmore Avenue; Coleman Avenue; W. 38th Street, from Lake Avenue to the terminus; Perrysville, from Fort Avenue to Samuel Avenue; Dunbar; and W. 8th Street, from Union Avenue to Arlington. Additional paving projects include W. 19th Street from Lake Avenue to the western City limits and the Collins Boulevard project.
- Ordinances to declare and dispose of obsolete items in both the Finance Department and the Police Department.
- An ordinance to purchase a new secondary engine for the street sweeper for \$24,515.93 from Ascendance Truck Centers. Delivery is expected in two to six weeks.

City Manager James Timoners also presented three ordinances for a first reading:

- An ordinance to enter into a contract with Best Truck Equipment to purchase a Scag zero-turn mower and push mower for Parks and Recreation for \$16,963.
- A Community Reinvestment Area tax incentive agreement with Shawn and Delia Hoch for 100% tax abatement for seven years for a residential dwelling at 1814 W. 10th Street.
- A Community Reinvestment Area tax incentive agreement with Mitchell Malasky and Amanda Wood for 100% tax abatement for seven years for a residential dwelling at 2602 Brooke Lane.

City Manager James Timonere requested a voice vote to waive transfer station fees for the 2026 River Cleanup conducted by the Ohio Department of Natural Resources.

Motion: President John Roskovics moved to waive the transfer station fees for the 2026 River Cleanup; Ward 5 Councilor Jane DiGiacomo seconded.

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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 whether the Downtown Buildings Flexible Grant Program is open to other businesses. City Manager James Timonere explained that several businesses in the Harbor have inquired about and received grants through this program previously, with the program limited to defined business districts like the Harbor and downtown areas.

Ward 5 Councilor Jane DiGiacomo asked whether the paving project came in under budget. City Manager James Timonere confirmed the estimates were around \$700,000, noting that money is set aside for full depth repairs and the Collins Boulevard project accounts for the lower number. Ward 5 Councilor Jane DiGiacomo also inquired about Aqua making cuts into the roads and whether the roads on the paving list will be affected. City Manager James Timonere stated that both Aqua and Dominion have been notified of all roads scheduled for paving and told to complete any necessary work beforehand.

Ward 2 Councilor Terence Guerriero raised concerns about a catch basin repair on Harbor Avenue and the area to the north of the repair site, describing it as a safety hazard. City Manager James Timonere acknowledged the issue and indicated temporary patching could be done once the asphalt plant opens. Similar concerns were raised by Ward 1 Councilor Kym Foglio about an area on Walnut Boulevard, where permanent repairs have not been completed.

Ward 5 Councilor Jane DiGiacomo asked about the status of the Ashtabula High School property. City Manager James Timonere stated that he had limited knowledge of any projects for that property, noting that the library owns the property.

Ward 3 Councilor RoLesia Holman inquired about the applications for the tax abatement ordinances as they were not included in the packet. City Manager James Timonere agreed to forward the applications to Council members for review.

Ward 5 Councilor Jane DiGiacomo inquired about the street sweeper repairs and whether it is beneficial to repair it rather than purchase a new one. City Manager James Timonere stated that the cost of a new vehicle is over \$300,000. He indicated the current truck has a lot of life left. The secondary engine is what needs to be replaced. The main engine and the chassis are still in good condition. He estimates being able to use the vehicle for two to three more years once the repairs are complete.

Finance Director

Finance Director Vladimir Kan presented the following ordinances for consideration:

- An ordinance to make supplemental changes to appropriations in various funds totaling \$26,413.37.
- An ordinance to repeal ordinance 2026-50.
- An ordinance with updated payroll for City and Health District employees.

- An ordinance to formally include the Small Cities Program Grant as a pass-through expense in permanent improvement fund 412 for fiscal year 2026.

City Solicitor

City Solicitor Cecilia Cooper requested Council's approval to make the victim advocate position full-time. The county had decided not to partner on sharing the position and hire their own full-time advocate. The current part-time victim advocate has proven to be invaluable, handling 446 victim contacts and providing 99 different services in the past month. The position would be funded through opioid settlement funds for the remainder of the year, with the understanding that the advocate would seek grant funding for future years. City Solicitor Cecilia Cooper explained this was necessary due to new state mandates requiring victim notification and participation rights.

City Solicitor Cecilia Cooper reported no pending civil litigation with potential large liability, no cases where the city might recover significant money, and no recent large forfeitures. She provided an update on Harbor Ridge, noting a consent agreement had been reached with a timeline for repairs, with consequences of contempt of court, daily fines, or attorney general intervention if deadlines are not met. A hard deadline of September was set to avoid another difficult winter.

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

May 6

June 3

July 1

August 5

Committee Chair Jane DiGiacomo provided the report.

Committee Chair Jane DiGiacomo inquired about the timing of the Land Bank's Welcome Home Ohio event on April 18, which City Manager James Timonere indicated had not been finalized due to board member availability.

Finance & Personnel

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

Members: Chair Foglio, Vice Chair DiGiacomo, Roskovics

April 17

May 15

June 19

July 17

Committee Chair Kym Foglio provided the report.

Public Works/Public Utilities/Cable/Schools

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

Members: Chair Mills, Vice Chair Guerriero, Roskovics

April 28

May 26

June 23

July 28

Committee Chair Jodi Mills provided the report. She also highlighted issues with flushable wipes causing problems at pump stations and reminded residents about proper disposal practices. She shared information about NOPEC electric rate changes, with meetings available for residents with questions. The closest meeting location is at Henderson Public Library in Jefferson on April 17 from 2 to 3 p.m.

Safety Forces
(2nd Thursday @ 8:30 a.m.)
Members: Chair Guerriero, Vice Chair Foglio, Roskovics
April 9
May 14
June 11
July 9

Planning Commission and Ashtabula Historic Preservation Commission

The Planning Commission approved a small engine golf cart repair shop on Bridge Street and space for a counseling office on W. 57th Street. A house construction request on Fourth Street required additional information. The Historic Preservation Commission will meet Wednesday afternoon with several agenda items to be reported at the April 20 meeting.

Discussion of New Business/Proposed Legislation

Discussion of Old Business/Legislation on for 2nd Reading

Ward 4 Councilor Jodi Mills inquired about golf cart inspections, which operate from May to October. City Manager James Timonere reported only one inspection had been completed to date, with the police department ready to conduct inspections upon request.

Discussion for the Good of the Order

Ward 2 Councilor Terence Guerriero reported a tree in the river near the ambulance facility, with City Manager James Timonere explaining that the Port Authority and harbor master typically remove logs before boating season, wither through contractors or volunteers.

Adjournment

The meeting was adjourned at 6:54 p.m. by President John Roskovics.
Ashtabula City Council will meet again on Monday, April 20, 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, April 6, 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

Vice President Russell Simeone offered the opening prayer.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Roll Call

Members Present: President John Roskovics, Vice President Russell Simeone, 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: None

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

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 5 Councilor Jane DiGiacomo moved to approve the order of the agenda; Ward 1 Councilor Kym Foglio seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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

Communications

Citizen Comment and Community Announcements

Ryan Humphrey, Ward 1, addressed Council regarding a transfer station reuse program proposal he had submitted via email. He read his original email suggesting a small area where usable items could be placed for residents to take before disposal, citing environmental and financial benefits. He then read a response from Ward 1 Councilor Kym Foglio, which he described as dismissive.

Steve Chase, Ward 1, expressed frustration about Council's responsiveness, noting that only three of seven Council members had responded to emails he sent regarding a property issue at W. 4th Street and Franklin. He criticized Council and questioned Council's legal authority to vote on Community Reinvestment Area tax abatement, indicating they lacked the authority based on his interpretation of the ordinance.

Dee Skruggs, Ward 3, thanked individual City officials for taking time to answer questions, but encouraged Council members to better educate themselves on current issues, specifically referring to the Racial Wealth Gap Simulation conducted earlier. Mrs. Skruggs stated that training from a year ago may be outdated, and it would be beneficial for Council members to participate in the RWG Simulation again.

Anthony Oquendo, Ward 1, inquired about potential conflicts between a proposed VA clinic near the library and the City's master plan, which designates Lake Avenue as the medical corridor. He expressed concern about moving the YMCA to Kent State and its impact on accessibility for students who walk to the current location. City Manager James Timonere clarified that the VA clinic proposal was prior to master plan discussions and that the developer had not yet received word on the federal RFP decision. He explained that the YMCA's announcement of moving to Kent State was a surprise and that the City had no input in that decision, contrary to social media speculating about the City forcing the move.

Blake Hinkle, Ward 1, thanked the City for their efforts with the Welcome Home Ohio program. He thanked Ward 2 Councilor Terence Guerriero and Ward 5 Councilor Jane DiGiacomo for attending the Racial Wealth Gap Simulation. He also supported Mr. Humphrey's recycling idea as environmentally beneficial and easy to implement.

Jennifer German, Ward 4, asked about accessing information from the Kent State master plan meeting for those who could not attend. City Manager James Timonere confirmed that slides and survey information would be posted on the City website.

Councilor Comments, Liaison Reports and Meeting Announcements

Consent Agenda

Approval of Minutes

Pre-Council Meeting Minutes, March 16, 2026

Motion: Ward 2 Councilor Terence Guerriero 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, Vice President Russell Simeone, 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 16, 2026

Motion: Ward 3 Councilor RoLesia Holman 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, Vice President Russell Simeone, 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 - 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

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

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

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

ORDINANCE NO. 2026 – 67

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

ORDINANCE NO. 2026 – 68

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

ORDINANCE NO. 2026 - 69

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

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

ORDINANCE NO. 2026 - 71

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

ORDINANCE NO. 2026 - 72

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

President John Roskovics asked for a motion to dispose of the Regular Business Legislation by consent agenda for Ordinance No. 2026-63 through 2026-72.

Motion: Ward 3 Councilor RoLesia Holman moved to dispose of the Regular Business Legislation by consent agenda; Ward 1 Councilor Kym Foglio seconded.

Discussion: None

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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 reading of the legislation; Ward 1 Councilor Kym

Foglio seconded.

Discussion: None

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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 1 Councilor Kym Foglio moved to waive the Charter Requirements of two readings of the legislation; President John Roskovics seconded.

Discussion: None

ROLL CALL VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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, Vice President Russell Simeone, 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)

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

ORDINANCE NO. 2026 - 74

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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

Motion: Ward 5 Councilor Jane DiGiacomo moved to waive the reading of the legislation; Ward 3 Councilor RoLesia Holman seconded.

Discussion: None

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, 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.

Continuing Business/Public Hearings

Second Reading(s)

Administrative Approval Votes

Tell Us Something We Don't Know

Ward 5 Councilor Jane DiGiacomo announced the America 250 speech contest for students aged 10 to 14 and 15 to 18. Speeches should be four to five minutes in length and will be delivered on May 28 at the America 250 event at the courthouse in Jefferson. She also reminded residents that early voting begins on Tuesday.

Ward 4 Councilor Jodi Mills announced several community events including a volunteer fair at the Ashtabula Public Library on April 24th, a Friends of the Library book sale on May 1st and 2nd, a Lift Bridge Community cleanup on April 21st, and RAM USA health services at Lakeside Junior High on Saturday and Sunday beginning at 6 a.m. She emphasized that RAM USA serves both uninsured and underinsured residents with various medical services.

Executive Session (if needed)

Adjournment

The meeting was adjourned at 7:42 p.m. by President John Roskovics.
Ashtabula City Council will meet again on Monday, April 20, 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 - 76

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 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 (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract.

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

ORDINANCE NO. 2026 - 77

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING FOR THE WEST 48TH STREET/COLLINS BOULEVARD (S.R. 84) PROJECT

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 is cooperating with the Ohio Department of Transportation, in accordance with a contract agreement executed pursuant to Ohio Revised Code Chapter 5521, to rehabilitate the Collins Blvd. Roadway, also known as PID 120923 ODOT Collins Blvd. Project; and,

WHEREAS, bids for the project came in higher than expected and the City is required to contribute to these overages; and,

WHEREAS, the Manager has worked with representatives from ODOT to increase the amount of Federal Funding received for the project and reduce the amount owed by the City due to the bid result from \$563,197.50 to \$48,167.50.

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 an additional expenditure of \$48,167.50 for PID 120923 ODOT Collins Blvd. Project. Funds for this expense can be taken 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

ORDINANCE NO. 2026 - 78

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A BOSS PLOW PACKAGE FOR WATER POLLUTION CONTROL

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 Water Pollution Control Department, to protect and preserve the public safety and promote the general welfare; and,

WHEREAS, Water Pollution Control staff has evaluated equipment needs and determined purchasing a Boss Plow Package 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 #112624-TTC), to purchase a Boss Plow Package as described in the attached Exhibit. The cost of material and services provided under the foregoing agreement shall not exceed the sum of \$13,663.63. Payment for the foregoing materials and services is authorized from Water Pollution Fund 504.

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

Repair Estimate**220824**

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	Warranty Threshold	PO Number
1079	DOMINIC		(440) 993-8101		\$0.00	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Chris Miceli	Chris Miceli	04/10/26	220824	accountspayable@ashtabulacity.com		SHOP SALES

Make	Model	Description		Year	Odometer/Hours	VIN
VEHW	CHEVROLET	5500 OR 6500 84" CA 4X4				NONE
Date Purchase	Tag	Warranty Exp	ESP Expiration	Color	Storage Bin	Engine Number
		01/01/00	01/01/00			
Date In						
01/14/26						

Service 1 INSTALL BOSS 10 DXT V PLOW

Description	Line	Reference	Quantity	Net Each	Amount
MISC PART		BOSS 10 DXT V PLOW	1	\$11,517.00	\$11,517.00
MISC PART		OPTIONAL SNOW DEFLECTOR INSTALLED	1	\$499.00	\$499.00

Note

BOSS SOURCEWELL #112624-TTC

PRICE CONFIRMED STILL GOOD 4/2/2026 - PRICING VALID FOR 30DAYS

Service 1 SubTotal \$12,016.00**Service 2 INSTALL WIRING HARNESS & CONTROLLER FOR BUYERS
SHPE2000 SPREADER**

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
3014199	BUYP	REPLACEMENT VARIABLE	1		1	\$816.99	\$686.49	\$686.49
3006724	BUYP	REPLACEMENT MAIN WIRE	1		1	\$365.87	\$318.15	\$318.15
3035936	BUYP	KIT POWER CABLE REPLA	1		1	\$158.99	\$111.49	\$111.49

Labor	Line	Mechanic	Description	Amount
L			SHOP LABOR	\$520.00

Description	Line	Reference	Quantity	Net Each	Amount
ENV-SHOP SUPPLIES			1	\$11.50	\$11.50

Service 2 SubTotal \$1,647.63Invoice Total \$13,663.63Sales Tax \$0.00Grand Total \$13,663.63

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:
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ORDINANCE NO. 2026 - 79

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH J. SEVERINO CONSTRUCTION INC. FOR THE OPWC MICHIGAN AVENUE
SANITARY IMPROVEMENTS PROJECT**

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 Manager has requested bids for materials and services for the Ohio Public Works Commission (OPWC) Michigan Avenue Sanitary Improvements Project; and,

WHEREAS, the City Manager has determined that J. Severino Construction Co. has submitted the lowest responsible bid for such materials and services.

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 J. Severino Construction Co. of 937 W. 52nd Street, Ashtabula, OH 44004, in an amount not to exceed \$199,786.00. Funding for this project will be taken from WPC Fund 504.

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



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

April 16, 2026
2025148.05

RE: OPWC Michigan Avenue Sanitary Improvements

Mr. Timonere,

GPD Group (GPD) has reviewed the bids submitted for the City of Ashtabula OPWC Michigan Avenue Sanitary Sewer Improvements that were publicly opened on Wednesday April 1, 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
J. Severino Construction, Inc.	\$199,786.00
S.E.T., Inc.	\$349,505.00
Pollard Land Services, Inc.	\$495,465.00
J.S. BOVA Excavating LLC	\$533,975.00

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 **Base Bid** to **J. Severino Construction, Inc.** for the amount of **\$199,786.00** 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 note that the OPWC amount budgeted for Construction is \$248,900.00.

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

Respectfully submitted,
GPD GROUP

Christopher J. Tolnar, P.E.
Area Director

Attachment – Notice of Award, Bid Tab



NOTICE OF AWARD

CITY OF ASHTABULA – OPWC – MICHIGAN AVENUE SANITARY IMPROVEMENTS

To: J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, Ohio 44004

PROJECT Description: **OPWC – MICHIGAN AVENUE SANITARY IMPROVEMENTS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 1, 2026 and Information for Bidders. You are hereby notified that your BID has been accepted for the amount of:

One Hundred Ninety-Nine Thousand Seven Hundred Eighty-Six and 00/100
(\$199,786.00), (Base 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
OPWC MICHIGAN AVENUE SANITARY IMPROVEMENTS

Date: 4/1/2026

BASE BID					J. Severino Construction, Inc.		S.E.T., Inc.		Pollard Land Services, Inc.		J.S. BOVA Excavating LLC	
Ref. No.	Item	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	201	CLEARING AND GRUBBING	1	LS	\$384.00	\$384.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
2	202	WALK REMOVED	125	SF	\$15.00	\$1,875.00	\$3.00	\$375.00	\$50.00	\$6,250.00	\$5.00	\$625.00
3	202	CURB REMOVED	15	FT	\$64.00	\$960.00	\$7.00	\$105.00	\$50.00	\$750.00	\$10.00	\$150.00
4	202	PIPE REMOVED, 24" AND UNDER, AS PER PLAN	93	FT	\$32.00	\$2,976.00	\$6.00	\$558.00	\$100.00	\$9,300.00	\$10.00	\$930.00
5	202	PIPE REMOVED, OVER 24", AS PER PLAN	72	FT	\$42.00	\$3,024.00	\$20.00	\$1,440.00	\$120.00	\$8,640.00	\$20.00	\$1,440.00
6	202	MANHOLE REMOVED	2	EACH	\$754.00	\$1,508.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
7	202	CATCH BASIN REMOVED	2	EACH	\$263.00	\$526.00	\$400.00	\$800.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
8	SPEC	SPECIAL - FILL AND PLUG EXISTING CONDUIT	55	FT	\$83.00	\$4,565.00	\$43.00	\$2,365.00	\$250.00	\$13,750.00	\$50.00	\$2,750.00
9	608	4" CONCRETE WALK, AS PER PLAN	50	SF	\$15.00	\$750.00	\$38.00	\$1,900.00	\$40.00	\$2,000.00	\$24.00	\$1,200.00
10	608	CURB RAMP	75	SF	\$39.00	\$2,925.00	\$48.00	\$3,600.00	\$125.00	\$9,375.00	\$26.00	\$1,950.00
11	609	CURB, TYPE 6, AS PER PLAN	15	FT	\$44.00	\$660.00	\$121.00	\$1,815.00	\$200.00	\$3,000.00	\$59.00	\$885.00
12	832	EROSION CONTROL	1,000	EACH	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
13	611	12" CONDUIT, TYPE B	31	FT	\$253.00	\$7,843.00	\$104.00	\$3,224.00	\$1,000.00	\$31,000.00	\$328.00	\$10,168.00
14	611	CATCH BASIN NO. 3A	2	EACH	\$2,153.00	\$4,306.00	\$2,600.00	\$5,200.00	\$5,000.00	\$10,000.00	\$3,970.00	\$7,940.00
15	611	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	3	EACH	\$1,773.00	\$5,319.00	\$1,500.00	\$4,500.00	\$3,500.00	\$10,500.00	\$5,585.00	\$16,755.00
16	SPEC	SPECIAL - MISCELLANEOUS METAL	500	LB	\$3.00	\$1,500.00	\$6.00	\$3,000.00	\$5.00	\$2,500.00	\$8.50	\$4,250.00
17	301	ASPHALT CONCRETE BASE, PG64-22, (449)	47	CY	\$284.00	\$13,348.00	\$467.00	\$21,949.00	\$350.00	\$16,450.00	\$370.00	\$17,390.00
18	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	9	CY	\$494.00	\$4,446.00	\$1,100.00	\$9,900.00	\$500.00	\$4,500.00	\$410.00	\$3,690.00
19	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	16	CY	\$400.00	\$6,400.00	\$715.00	\$11,440.00	\$475.00	\$7,600.00	\$460.00	\$7,360.00
20	611	8" CONDUIT, TYPE B, AS PER PLAN (SDR 26)	6	FT	\$950.00	\$5,700.00	\$1,300.00	\$7,800.00	\$1,050.00	\$6,300.00	\$1,277.00	\$7,662.00
21	611	18" CONDUIT, TYPE B, AS PER PLAN (SDR 26)	6	FT	\$1,189.00	\$7,134.00	\$1,480.00	\$8,880.00	\$1,100.00	\$6,600.00	\$1,360.00	\$8,160.00
22	611	24" CONDUIT, TYPE B, AS PER PLAN (SDR 26)	50	FT	\$577.00	\$28,850.00	\$602.00	\$30,100.00	\$1,195.00	\$59,750.00	\$1,265.00	\$63,250.00
23	611	27" CONDUIT, TYPE B, AS PER PLAN (SDR 26)	6	FT	\$1,500.00	\$9,000.00	\$1,650.00	\$9,900.00	\$1,200.00	\$7,200.00	\$1,500.00	\$9,000.00
24	611	30" CONDUIT, TYPE B, AS PER PLAN (SDR 26)	66	FT	\$686.00	\$45,276.00	\$724.00	\$47,784.00	\$1,250.00	\$82,500.00	\$1,650.00	\$108,900.00
25	611	MANHOLE NO. 3 (48" DIA.)	1	EACH	\$4,475.00	\$4,475.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00
26	SPEC	SPECIAL - TESTING OF PIPE LINES AND SEWERS	1	LS	\$126.00	\$126.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
27	SPEC	SPECIAL - BY-PASS PUMPING	1	LS	\$3,302.00	\$3,302.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00
28	SPEC	SPECIAL - CONCRETE VAULT	1	EACH	\$26,659.00	\$26,659.00	\$55,000.00	\$55,000.00	\$75,000.00	\$75,000.00	\$94,670.00	\$94,670.00
29	SPEC	SPECIAL - GAS VALVE BOX ADJUSTED TO GRADE	1	EACH	\$296.00	\$296.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00
30	SPEC	SPECIAL-PRECONSTRUCTION DVD	1	LS	\$330.00	\$330.00	\$1,350.00	\$1,350.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
31	614	MAINTAINING TRAFFIC	1	LS	\$440.00	\$440.00	\$7,300.00	\$7,300.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
32	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$1,101.00	\$1,101.00	\$9,520.00	\$9,520.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
33	624	MOBILIZATION	1	LS	\$2,782.00	\$2,782.00	\$31,000.00	\$31,000.00	\$32,500.00	\$32,500.00	\$84,000.00	\$84,000.00
					Base Bid Total	\$199,786.00	Base Bid Total	\$349,505.00	Base Bid Total	\$495,465.00	Base Bid Total	\$533,975.00

ORDINANCE NO. 2026 - 80

AN ORDINANCE AUTHORIZING THE CITY MANAGER, TO ENTER INTO A CONTRACT WITH GPD GROUP OF AKRON, OHIO FOR THE PURPOSE OF PROVIDING ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION FOR HULBERT AVENUE (SOUTH) RECONSTRUCTION

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 Manager has requested proposals for services for engineering design and construction administration in connection with the Hulbert Avenue (South) Reconstruction, and has determined that GPD Group has submitted the lowest responsible proposal for such services;

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 GPD Group Inc., with a mailing address of 520 South Main Street, Suite 2531, Akron, Ohio 44311, for the purpose of providing engineering design and construction administration for the Hulbert Avenue (South) Reconstruction in an amount not to exceed \$61,200. Payment for this expense is authorized to be made from Fund 290.

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



April 06, 2026

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

Attention: Mary Church, Assistant Director

Client/GPD Group Standard Agreement

AGREEMENT

This Agreement

made as of the _____ day of _____ in the year of

Between the Client

City of Ashtabula
4250 Lake Avenue
Ashtabula, Ohio 44004

and the A&E

Glaus, Pyle, Schomer, Burns and DeHaven, Inc.
(dba GPD Group)
520 South Main Street
Suite 2531
Akron, Ohio 44311

For the following Project:

Hulbert Avenue (South) Reconstruction

Engineering Design and Construction Administration

THE CLIENT AND A&E AGREE AS SET FORTH BELOW:

ARTICLE 1

A&E'S RESPONSIBILITIES

1.1 A&E's Services

1.1.1 The A&E's services consist of those services performed by the A&E, A&E's employees and A&E's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The A&E's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.4.1.

ARTICLE 2

SCOPE OF A&E'S BASIC SERVICES

2.1 Definition

2.1.1 The A&E's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal architectural, mechanical, structural, civil and electrical engineering services and surveying as delineated in the proposal.

2.2 Design Phase

2.2.1 The A&E shall review with the Client alternative approaches to design and construction of the project.

2.2.2 Based on the mutually agreed-upon program schedule and construction budget requirements developed during the preliminary design phase of the project, the A&E shall prepare, for approval by the Client, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Client a preliminary estimate of Construction Cost.

2.3 Construction Documents Phase

2.3.1 Based on the approved Design Documents, the A&E shall prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Client of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The A&E shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 The A&E, following the Client's approval of the Construction Documents and of the latest preliminary estimate of Construction cost, shall assist the Client in obtaining bids and assist in awarding and preparing contracts for construction.

2.4 Construction Phase - Administration of the Construction Contracts

2.4.1 The A&E shall provide Construction Administration of the Contracts for Construction.

2.4.2 Duties, responsibilities and limitations of authority of the A&E shall not be restricted, modified or extended without written agreement of the Client and A&E.

2.4.3 The A&E shall not have control over or charge of, and shall not be responsible for, construction means, techniques, sequences or procedures, or for safety precautions and programs, in connection with the Project, since these are solely the Client's contractor's responsibility. The A&E shall not be responsible for the Client's contractor's schedules or failure to carry out the Project in accordance with the contract documents. The A&E shall not have control over or charge of acts or omissions of the Client's contractor, subcontractors or their agents or employees, or of any other persons performing portions of the work on the Project.

2.4.4 The A&E shall at all times have access to the Project whenever it is in preparation or progress.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Client or if included in Article 12, and they shall be paid for by the Client as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, site surveying, planning surveys, environmental studies, measured drawings of existing conditions, coordination of independent consultants, coordination of construction managers, detailed Construction Cost estimates, quantity surveys, inventories of materials or equipment, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted engineering practice.

3.2 If full time representation at the site is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12, or as mutually agreed upon by supplemental contract.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the A&E shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

CLIENT'S RESPONSIBILITIES

4.1 The Client shall provide full information, including a program which shall set forth the Client's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Client shall furnish site surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Engineer and are so defined in Article 12.

4.3 The Client shall furnish water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Client.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Client's expense, and the A&E shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Client to the A&E if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the A&E or A&E's consultants shall be submitted to the A&E for approval at least 14 days prior to execution.

ARTICLE 5

CONSTRUCTION COST

5.1 Definition

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Client of all elements of the Project designed or specified by the A&E.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the A&E, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the A&E and A&E's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Client as provided in Article 4.

5.2 Responsibility for Construction Cost

5.2.1 It is recognized that neither the A&E nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the A&E cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Engineer.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Client and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid, the Client shall:

- .1** give written approval of an increase in such fixed limit;
- .2** authorize rebidding of the Project within a reasonable time;
- .3** if the Project is abandoned, terminate in accordance with 8.3.

5.2.5 The A&E shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF A&E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the A&E for this Project are instruments of the A&E's service for use solely with respect to this Project, and the A&E shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of the A&E's Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. The A&E's Drawings, Specifications or other documents shall not be used by the Client or others on other projects, for additions to this Project or for completion of this Project by others, unless the A&E is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the A&E.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the A&E's reserved rights.

6.3 The parties acknowledge that the City is a public entity and subject to state laws governing disclosure of public records. The City agrees that any confidential or proprietary information of which is in writing and marked as confidential and proprietary, shall be afforded protection under applicable law. If not so marked, any information may be subject to disclosure as a public record.

ARTICLE 7

MEDIATION

7.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through mediation, as adopted and described by the American Arbitration Association.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Client for more than 30 consecutive days, the A&E shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the A&E's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the A&E's services. Equitable Adjustment means any mutually agreed upon formal change in price, delivery schedule, and/or other provisions of this Agreement to reflect resolution of unforeseen occurrences affecting one or both Parties to this Agreement.

8.3 This Agreement may be terminated by the Client upon not less than seven days' written notice to the A&E in the event that the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, the A&E may terminate this Agreement by giving written notice.

8.4 Failure of the Client to make payments to the A&E in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Client fails to make payment when due the A&E for services and expenses, the A&E may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the A&E within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the A&E shall have no liability to the Client for delay or damage caused by the Client because of such suspension of services.

8.6 In the event of termination not the fault of the A&E, the A&E shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Ohio.

9.2 This section has been intentionally omitted.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Client and A&E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor A&E shall assign this Agreement without the written consent of the other.

9.5 This Agreement represents the entire and integrated agreement between the Client and A&E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and A&E.

9.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or A&E.

9.7 The A&E and A&E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.8 Limitation of Liability

9.8.1 In recognition of the relative risks, rewards and benefits of the project to both the Client and the A&E, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the A&E's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, the A&E's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

9.9 Indemnification

9.9.1 Subject to the limitations set forth in Sections 9.8 and 9.9.2 hereof, the A&E agrees to indemnify and hold the Client harmless from and against any loss or damage resulting solely from the failure of the A&E to perform any duty or obligation expressly undertaken by the A&E pursuant to the terms of this Agreement or the negligent performance or failure to perform by the A&E of any such express duty or obligation.

9.9.2 No claim for loss or damage under this Agreement shall be asserted by the Client against the A&E by the reason of this Agreement or the work undertaken by the A&E hereunder, including without limitation any claim under Section 9.9.1 hereof, unless the aggregate amount of all the change orders to the Project required solely by reason of the negligent errors or omissions of the A&E exceeds two percent of the total Construction Cost of the Project.

9.9.3 The Client agrees to indemnify and hold the A&E harmless from and against any and all loss or damage resulting from or arising out of any claim, demand, suit, proceeding, action or cause of action brought against the A&E by any contractor, subcontractor of the Client, or their agents or employees, relating to the Project, unless the result of the sole negligence of the A&E.

9.9.4 GPD will conduct the research that in our professional opinion is necessary to determine the viability of reusing existing equipment and materials in the design of the project. The Client recognizes that GPD's research may not identify all defects and that the information and inspection upon which GPD relies may contain errors or may not be complete. Given the inherent limitations of such inspections, GPD's recommendations shall not be relied upon by any party as a warranty of the condition of the equipment or materials. The extent of the risk the Client wishes to accept in re-using existing equipment or materials is something the Client must determine. Accordingly, the Client waives any claim against GPD, agrees to defend, indemnify and hold GPD harmless from any claim or liability for injury or loss allegedly arising from the use of such existing equipment and materials in the project.

9.10 Agreed Legal Forum; Waiver of Jury Trial

9.10.1 Any claim or controversy relating to the Project or the work shall be resolved only before the Ashtabula County, Ohio, Common Pleas Court in Jefferson, Ohio, and nowhere else. The Client expressly agrees that such court shall have personal jurisdiction over the Client and the Client expressly consents to such court's exercise of that jurisdiction.

The Client acknowledges that its agreement to the provisions of this section is a specific inducement for the A&E to enter into this Agreement and that the A&E will rely upon that inducement. But for the inclusion of this forum selection provision, the A&E would not enter into this Agreement, and the Client should not enter into this Agreement if it does not intend to honor the provisions of this section. The Client's initiation of legal proceedings in any other forum shall be a material breach of this Agreement.

The Client agrees to indemnify the A&E against, and hold it harmless from, any cost or expense, including reasonable attorneys' fees, resulting from the Client's commencement of any legal action or proceeding other than in the Ashtabula County, Ohio, Common Pleas Court.

9.10.2 The Client and the A&E each voluntarily and intentionally waive any and all rights to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between the Client and the A&E arising out of, or in connection with, relating, or incidental to the relationship between the Client and the A&E under this Agreement.

ARTICLE 10

PAYMENTS TO THE A&E

10.1 Direct Personnel Expense

10.1.1 Direct Personnel Expense is defined as the direct salaries of the A&E's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 Reimbursable Expenses

10.2.1 Reimbursable Expenses include expenses incurred by the A&E in the interest of the Project for:

- .1 expenses of transportation and living expenses in connection with out-of-town travel authorized by the Client;
- .2 long-distance communications;
- .3 any fees paid by the A&E for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the Client and as such are not within the not-to-exceed fee limit.
- .4 reproductions;
- .5 postage and handling of Drawings and Specifications;
- .6 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the A&E and A&E's consultants; and

10.3 Payments on Account of Basic Services

10.3.1 Services performed in the Hulbert Avenue (South) Reconstruction shall be paid for as set forth in Attachment "A." Subsequent services performed in addition to the services in the proposal as detailed in Attachment "A" shall be paid at the applicable hourly rates as detailed in Attachment "B".

10.3.2 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.4.1 in this Agreement is exceeded or extended through no fault of the A&E, compensation for any services rendered during the additional period of time shall be computed at the A&E's hourly rates applicable at that time with the maximum, not-to-exceed, limit increased by 5%.

10.4 Payments on Account of Additional Services and Reimbursable Expenses

10.4.1 Payments on account of the A&E's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the A&E's statement of services rendered or expenses incurred.

10.5 Payments Withheld

10.5.1 No deductions shall be made from the A&E's compensation on account of sums withheld from payments to contractors.

ARTICLE 11

BASIS OF COMPENSATION

The Client shall compensate the A&E as follows:

11.1 Basic Compensation

11.1.1 FOR BASIC SERVICES, as described in Article 2, and any other services included as part of Basic Services, Basic Compensation shall be computed as follows:

Standard GPD Hourly Rates, see Attachment "B"

11.2 COMPENSATION FOR ADDITIONAL SERVICES

11.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2 or identified in Article 12, compensation shall be computed as follows:

Standard GPD Hourly Rates, see Attachment "B"

11.2.2 FOR ADDITIONAL SERVICES OF THE A&E provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

Standard GPD Hourly Rates, see Attachment "B"

11.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including geotechnical services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of (1.05) times the amounts billed to the A&E for such services.

11.3 REIMBURSABLE EXPENSES

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (1.05) times the expenses incurred by the A&E, the A&E's employees and consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

11.4.1 IF THE BASIC SERVICES covered by this Agreement have not been completed by N/A Not Applicable, through no fault of the A&E, extension of the A&E's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.2.2.

11.4.2 Payments are due and payable thirty (30) days from the date of the A&E's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the A&E.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

- 12.1** The Scope of Work attached hereto as Attachment "A," dated April 06, 2026, for the project titled Hulbert Avenue (South) Reconstruction shall be made a part of this Agreement.
- 12.2** The Addendum – No Indemnification attached hereto as Attachment "C" for the project titled Hulbert Avenue (South) Reconstruction shall be made a part of this Agreement.

This Agreement entered into as of the day and year first written above.

CLIENT

A/E

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)



April 06, 2026

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

Attention: Mary Church, Assistant Director

RE: City of Ashtabula – Hulbert Avenue (South) Reconstruction

Attachment "A"

Ms. Church,

GPD Group (GPD) would like to express interest in providing our engineering services for the design, plan preparation, and construction administration & inspection of the City of Ashtabula Hulbert Avenue (South) Reconstruction. We believe that our experience, multi-disciplined staff and our extensive background in public works with state and federal funding makes GPD uniquely qualified to address the specific needs for this project. GPD takes pride in delivering cost effective, constructible plans for its clients and will provide the service necessary to ensure a successful project is constructed on time and under budget.

The Project (Hulbert Avenue (South) Recon.)

This project will consist of the removal of the medina stone, subgrade improvements, and the installation of brick pavers along Hulbert from W. 6th Street to Bridge Street. The work includes the reconstruction of existing roadway cross-slope to improve drainage characteristics, the adjustment or reconstruction of manholes, catch basins, and water valve boxes located in the street sections. The existing concrete sidewalk and curb will be replaced as part of the improvements. The existing medina stone will be salvaged and re-used in the construction of a new crosswalk. The project includes:

- Hulbert Avenue (W. 6th Street – Bridge Street) – 2 Lanes, 30' Wide and 260' in length.
- Roadway cross slope drainage improvements
- Reconstruction/adjustment of catch basins and manholes
- 4" Concrete Sidewalk and concrete curb replacement
- ADA curb ramp upgrades
- Signage & pavement striping

GPD Group will assemble biddable construction documents for use in the advertisement and competitive bidding of the proposed improvement. As part of the project, GPD Group will also provide construction administration and inspection services. Our team will be the point of contact for the contractor and funding agencies to assist the City in completing the project on time and within the planned budget while meeting all the requirements and documentation necessary to obtain the funds from various grants.

Design Project Scope of Services

We have organized our efforts into the following tasks:

TASKS	
<u>Preliminary Engineering Design</u>	
Site Survey - Control, Ref Points & Benchmarks	
Survey - Roads, Utilities, Miscellaneous	
Utility Coordination & Mapping	
Preliminary Plan Development & Drawing Review	
Preliminary Cost Estimate	
Geotechnical Pavement Cores – As Needed	
Preliminary Design Sub-Total =	\$12,000
<u>Final Design and Construction Plans</u>	
Title sheet	
General Notes	
Roadway Plan Sheets	
Miscellaneous Parking, Lighting and Drainage Details	
Cost Estimate (100% submittal)	
Final Design Submittal	
Final Design & Construction Plan Sub-Total =	\$17,000
<u>Bid Assistance</u>	
Provide plans and specifications for distribution to bidders for the City	
Provide support for contractor questions	
Conduct bid opening	
Evaluate bid packages	
Prepare recommendation of award	
Bid Assistance Sub-Total =	\$1,600
<u>EXPENSES:</u>	
REPRODUCTION & TRAVEL ALLOWANCE	Included
TOTAL EXPENSES	Included
TOTAL FEE – LUMP SUM DESIGN & BIDDING	\$30,600

Our deliverables will include one set of final drawings as well as the final cost estimate for the City's records. GPD will coordinate with the City and provide the contract documents for bidding purposes. The cost of miscellaneous document reproduction and other common project expenses are included in the expenses as indicated in the summary above.

Project Construction Administration & Inspection

TASKS	
<u>Construction Administration</u>	
Coordinate Contract Prep. With the City & Contractor	
Distribute Plans and Specifications	
Preconstruction Meeting	
Evaluate and Coordinate Shop Drawings/Material Submittal	
Issue Recommendation for Notice to Proceed	
<u>Construction Inspection</u>	
Provide Inspection Reports as needed	
Confirm Quantities	
Ensure Contract Compliance and Material Conformity	
Review and Recommend Pay Requests	
Final Project Punch List	
Coordinate Final Project Closeout Paperwork	
Coordinate Final Reports & Project Completion	
Construction Admin. & Inspection (Hourly – Estimated Total)	\$30,600
<u>Expenses</u>	
Reproduction & Travel Allowance	INCLUDED
Total Expenses	INCLUDED
TOTAL ESTIMATED FEE – HOURLY RATE FOR CA/CI*	\$30,600

GPD Group will also provide construction and contract administration assistance to the City. Considering the indeterminate level of effort required to perform the tasks listed, GPD proposes this portion of the contract to be performed at an hourly rate. The above task list is an estimate of typical activities conducted by GPD as part of the construction process. The level of involvement varies based on the type of project and contractor's ability to perform the work.

***Our estimated fee for the Project Construction Administration is \$30,600 billed as hourly not to exceed. All necessary expenses will be invoiced as part of this effort. Anticipated construction is 60 to 90 days.**

Right of Way

No additional right of way takes, easements or work agreements are expected to be necessary as part of the proposed improvement. This work has been excluded from the proposal.

Fees and Expenses & Preliminary Schedule

Our fees and expenses related to the scope of services detailed above are:

	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Design & Plan Preparation	\$30,600	Included	\$30,600
Project Construction Administration	\$30,600	Included	\$30,600
Totals	\$61,200	Included	\$61,200

GPD will complete aforementioned Scope of Services for Design & Plan Preparation for a lump sum amount of \$30,600 including expenses that will be invoiced monthly on a percent complete basis. GPD will complete the Project Construction Administration Scope of Services at an hourly rate for an amount not to exceed \$30,600 including any expenses incurred. This portion of the work will be conducted at an hourly rate based on the indeterminate nature of the reporting, meetings and other coordination efforts from our staff to service the needs of the City.

Preliminary Schedule

We are prepared to begin work on the project immediately upon execution of a contract with the City and your notice to proceed. We believe that the design and plan preparation listed in the scope of services outlined above can be accomplished in 10 to 12 weeks. Our goal will be to have the project ready for bidding immediately upon completion of the design and plan preparation.

Ms. Church, once again, we are pleased to have the opportunity to be involved with this project. Please contact our offices if you have any questions about the information provided here.

Respectfully submitted,
GPD Group



Christopher J. Tolnar, P.E.
Area Director

Acknowledged:

Date:

G:\Public Works\Ytown\City of Ashtabula\Hulbert Ave (South)\Contract Proposal\Hulbert Ave. (South) PROPOSAL 04-06-2026.docx



Attachment "B"

GPD GROUP 2026 HOURLY RATE SCHEDULE

Project Management:

Project Principal	\$185.00
Senior Project Manager	\$160.00

Design:

Senior Engineer/Architect	\$145.00
Senior Landscape Architect	\$145.00
Landscape Architect	\$114.00
Design Engineer/Architect	\$120.00
Staff Engineer/Architect	\$103.00
Engineer/Architect – Co-op/Intern	\$65.00
Senior Designer	\$115.00
Staff Designer	\$105.00

Technical:

CAD Drafter	\$84.00
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Surveyor:

Survey Project Manager	\$150.50
Senior Surveyor	\$135.50
Field Survey Technician 3	\$129.50
Office Survey Technician 3	\$109.50
Field Survey Technician 2	\$113.00
Office Survey Technician 2	\$93.00
Field Survey Technician 1	\$97.50
Office Survey Technician 1	\$77.50

Geotechnical:

Geotechnical Project Manager	\$150.00
Drill/Lab/Field Manager	\$120.00
Senior Driller & Field & Lab Technician	\$104.00
Driller & Field & Lab Technician	\$86.00
Assistant Driller & Field & Lab Technician	\$69.00

Construction:

Inspector Coordinator	\$105.00
Inspector	\$85.00

Support:

Project Aid/Clerical	\$72.00
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Plus direct travel expenses (including mileage, airfare, car rentals, lodging, meals, etc.), outside blueprint and copying, etc.

The above hourly rates are for architectural/engineering services performed during the 2026 calendar year. Rates will be adjusted annually for cost of services beyond 2026.

A finance charge of 1.5% per month will be added to all invoices outstanding after 30 days.

**RE: City of Ashtabula
Hulbert Avenue (South) Reconstruction**

Attachment "C"

Addendum – No Indemnification

Any language in the foregoing contract or agreement notwithstanding, the City of Ashtabula does not agree to indemnify any other party, and any indemnification clause in the foregoing document is hereby stricken as it relates to or affects the obligations of the City.

The City acknowledges that it is responsible for and may be held legally liable for the acts of its officers, agents and employees, except for actions of such persons which are beyond the scope of their authority or contrary to law.

The City acknowledges that if the acts of its officers, agents or employees in connection with this contract or agreement cause damage or loss to any other party hereto, it may be liable in damages as determined by court or arbitrator as the case may be, including for contribution to awards of damages to third parties as a direct and proximate result of the work to be performed pursuant to this document.

ORDINANCE NO. 2026 - 81

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE COUNTY LANDSCAPE & SUPPLY, INC. FOR THE WEST AVENUE SIDEWALK PROJECT

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 has been awarded funding through the State Of Ohio Development Services Agency for an Allocation Grant and has additional funds in the Economic Development Revolving Loan Fund for sidewalk improvements along West Avenue and Administration Costs; and,

WHEREAS, it appears Lake County Landscape & Supply, Inc. has submitted the lowest and best bid for the West Avenue Sidewalk Project related to said funding.

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 an agreement with Lake County Landscape & Supply, Inc. with a mailing address of P.O. Box 70, Grand River, Ohio 44045 for the purpose of providing materials and services in connection with the West Avenue Sidewalk Project, in an amount not to exceed \$164,300.35. Funding for this expense shall be taken from Funds 290 and 412.

SECTION 2. 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 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

April 14, 2026
2026148.03

RE: City of Ashtabula – West Avenue Sidewalks

Mr. Timonere,

GPD Group (GPD) has reviewed the bids submitted for the City of Ashtabula West Avenue Sidewalks Project that were publicly opened on Wednesday April 8, 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
Lake County Landscape & Supply, Inc.	\$164,300.35*
Daniel A. Terreri & Sons, Inc.	\$186,600.00
Union Industrial Contractors, Inc.	\$224,895.00

*Bid contained mathematical error

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** to **Lake County Landscape & Supply, Inc.** for the amount of **\$164,300.35** 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.

Respectfully submitted,
GPD GROUP

Christopher J. Tolnar, P.E.
Area Director

Attachment – Notice of Award, Bid Tab



NOTICE OF AWARD
CITY OF ASHTABULA – WEST AVENUE SIDEWALKS

To: Lake County Landscape & Supply, Inc.
P.O. Box 70
Grand River, Ohio 44045

PROJECT Description: **WEST AVENUE SIDEWALKS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 8, 2026 and Information for Bidders. You are hereby notified that your BID has been accepted for the amount of: One Hundred Sixty-Four Thousand Three Hundred and 35/100 Dollars
(\$164,300.35)

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
West Avenue Sidewalks**

BASE BID				Lake County Landscape & Supply, Inc.		Daniel A. Terreri & Sons, Inc.		Union Industrial, Inc.	
Ref. No.	Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Item 202 – Walk Removed, As Per Plan	4145	SF	\$2.35	\$9,740.75	\$2.00	\$8,290.00	\$4.00	\$16,580.00
2	Item 202 – Curb and Gutter Removed	300	FT	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$9.00	\$2,700.00
3	Item 608 – 4” Concrete Walk, As Per Plan	4145	SF	\$10.00	\$41,450.00	\$10.00	\$41,450.00	\$18.00	\$74,610.00
4	Item 608 – Curb Ramp, As Per Plan	300	SF	\$25.00	\$7,500.00	\$35.00	\$10,500.00	\$30.00	\$9,000.00
5	Item 609 – Combination Curb and Gutter, Type 2, As Per Plan	300	FT	\$50.00	\$15,000.00	\$45.00	\$13,500.00	\$40.00	\$12,000.00
6	Item Special – Slope Stabilization, As Per Plan	1	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
7	Item 832 – Erosion Control	1000	EACH	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
8	Item 611 – Catch Basin Reconstructed to Grade, As Per Plan	2	EACH	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
9	Item 611 – Manhole Reconstructed to Grade, As Per Plan	3	EACH	\$975.00	\$2,925.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00
10	Item Special – Miscellaneous Metal	2000	LB	\$2.25	\$4,500.00	\$2.00	\$4,000.00	\$3.00	\$6,000.00
11	Item 642 – Crosswalk Line, 12”, Type 1	164	FT	\$15.00	\$2,460.00	\$15.00	\$2,460.00	\$15.00	\$2,460.00
12	Item 625 – Conduit, 2”, 725.04	40	FT	\$21.60	\$864.00	\$20.00	\$800.00	\$20.00	\$800.00
13	Item 625 – Conduit, 3”, 725.04	8	FT	\$37.80	\$302.40	\$35.00	\$280.00	\$35.00	\$280.00
14	Item 625 – Conduit, Jacked or Drilled, 725.04, 3”	123	FT	\$135.00	\$16,605.00	\$125.00	\$15,375.00	\$125.00	\$15,375.00
15	Item 625 – Trench	32	FT	\$21.60	\$691.20	\$20.00	\$640.00	\$20.00	\$640.00
16	Item 625 – Trench In Paved Area	16	FT	\$61.60	\$985.60	\$130.00	\$2,080.00	\$500.00	\$8,000.00
17	Item 625 – Pull Box, 725.08, 18”	3	EACH	\$1,350.00	\$4,050.00	\$1,300.00	\$3,900.00	\$1,250.00	\$3,750.00
18	Item 625 – Ground Rod	2	EACH	\$378.00	\$756.00	\$300.00	\$600.00	\$350.00	\$700.00
19	Item 625 – Underground Warning Marking Tape	48	FT	\$3.80	\$182.40	\$3.50	\$168.00	\$3.50	\$168.00
20	Item 632 – Pedestrian Signal Head (LED), Type D2, Countdown	4	EACH	\$729.00	\$2,916.00	\$675.00	\$2,700.00	\$1,500.00	\$6,000.00

**City of Ashtabula
West Avenue Sidewalks**

21	Item 632 – Covering of Pedestrian Signal Head	4	EACH	\$54.00	\$216.00	\$50.00	\$200.00	\$50.00	\$200.00
22	Item 632 – Pedestrian Pushbutton, As Per Plan	4	EACH	\$427.00	\$1,708.00	\$400.00	\$1,600.00	\$395.00	\$1,580.00
23	Item 632 – Signal Cable, 5 Conductor, No. 14 AWG	438	FT	\$2.10	\$919.80	\$2.00	\$876.00	\$2.00	\$876.00
24	Item 632 – Pedestal Foundations	2	EACH	\$1,945.00	\$3,890.00	\$1,800.00	\$3,600.00	\$3,000.00	\$6,000.00
25	Item 632 – Loop Detector Lead-In Cable	418	FT	\$1.90	\$794.20	\$2.00	\$836.00	\$2.00	\$836.00
26	Item 632 – Pedestal, 10.7' Tall, Transformer Base	2	EACH	\$2,700.00	\$5,400.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
27	Item 633 – Controller Item, Misc.: Controller Modifications	1	EACH	\$3,024.00	\$3,024.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
28	Item 614 – Law Enforcement Officer With Patrol Car For Assistance	24	HR	\$80.00	\$1,920.00	\$75.00	\$1,800.00	\$85.00	\$2,040.00
29	Item Special – Premiums on Insurance, Permits and Bonds	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,750.00	\$4,750.00
30	Item Special – Preconstruction Video Taping, As Per Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$550.00	\$550.00
31	Item 614 – Maintaining Traffic	1	LS	\$14,500.00	\$14,500.00	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00
32	Item 623 – Construction Layout Stakes and Surveying	1	LS	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
33	Item 624 - Mobilization	1	LS	\$2,500.00	\$2,500.00	\$22,245.00	\$22,245.00	\$10,000.00	\$10,000.00
				Base Bid Total	\$164,300.35	Base Bid Total	\$186,600.00	Base Bid Total	\$224,895.00



Contains mathematical error

RESOLUTION NO. 2026 - 82

A RESOLUTION BY THE CITY OF ASHTABULA TO SUPPORT SUBMISSION OF A STATE OF OHIO BROWNFIELD REMEDIATION PROGRAM FUND – REMEDIATION GRANT BY THE ASHTABULA CITY PORT AUTHORITY FOR THE TANNERY HILL PROPERTY

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to public and private organizations to address brownfield assessment and remediation needs through the Ohio Brownfield Remediation Program Fund; and,

WHEREAS, the Ashtabula City Port Authority desires grant funding from the Ohio Brownfield Remediation Program Fund to remediate the Tannery Hill Property located within the Ashtabula City limits at 3809 Tannery Hill Road; and,

WHEREAS, the Ashtabula City Port Authority owns the Tannery Hill Property and did not cause or contribute to the environmental conditions at the property; and

WHEREAS, the City of Ashtabula has the opportunity to acknowledge and support the submission of a Remediation Grant application for the Tannery Hill Property Remediation by the Ashtabula City Port Authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Ashtabula, Ohio, with a majority of members thereof concurring:

SECTION 1. That City Council supports Ashtabula City Port Authority as they pursue remediation funding for the Tannery Hill Property through ODOD's Ohio Brownfield Remediation Program.

SECTION 2. That City Council hereby encourages ODOD to consider funding this application as the Ashtabula City Port Authority addresses legacy environmental conditions to prepare the property for redevelopment opportunities. It is recognized that the City will not realize any financial obligations associated with this expression of grant application and overall project support.

SECTION 3. 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 4. For the reasons stated in the preamble, this Resolution, 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 - 83

**AN ORDINANCE ENACTING ADOPTION OF THE EMPLOYEE
GENERAL REIMBURSEMENT POLICY**

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

WHEREAS, this Council has determined it is necessary to adopt the City of Ashtabula Finance Department employee general reimbursement policy; and,

WHEREAS, the policy accommodates for the Auditor of State Bulletin # 2025-013 provision pertaining to the sales tax exemption and refund from the State of Ohio Department of Taxation.

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

SECTION 1. 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 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, City Solicitor

CITY OF ASHTABULA
FINANCE DEPARTMENT

MUNICIPAL BUILDING
4250 LAKE AVENUE
ASHTABULA, OHIO 44004

Vladimir V. Kan
FINANCE DIRECTOR



PHONE: 440.992.7197
FAX: 440.992.7556
financedirector@cityofashtabula.com

EMPLOYEE GENERAL REIMBURSEMENT POLICY

Purpose:

For the purposes of fiscal transparency, accountability, expense fraud and waste prevention, utilizing sales tax exemption, efficiency of the reimbursement process, and audit compliance, the City of Ashtabula Finance Department has developed the employee general reimbursement policy, effective immediately after passing.

Definitions:

- | | |
|-----------------------|--|
| Credit card - | Personal debit or credit card issued by the U.S. financial institutions |
| Eligible expenses - | Items for a proper government purpose: business travel expenses (hotel fees, meal allowance, mileage, tolls, parking and other miscellaneous expenses outlined in the travel policy); work related professional fees (training, exam, certification, memberships); items required for departmental daily operations of urgent nature only (justice, health and safety) |
| Ineligible expenses - | Items purchased for personal use; alcohol, tobacco, recreational drugs and entertainment fees while on a business trip, valet service (disability free) and other non-essential expenses outlined in the travel policy; traffic violation and other fines while on a business trip; gifts, gift cards and souvenirs |

Support documentation -	Receipts, invoices, schedule of fees, google maps for mileage reimbursement, and other
Reimbursement packet submission deadline -	One (1) month from the event
Workflow	Established SSI/VIP approval workflow
Reimbursement timeline	Next accounts payable check run

Policy requirements:

1. All purchases made must be eligible expenses
2. A credit card can be used for purchases not to exceed the threshold of combined purchase price and sales tax of \$500.00. A departmental P-card must be used for purchases over the threshold
3. An official or employee who makes a purchase for the City of Ashtabula using his or her personal credit card or checking account shall not carry or present the entity's tax-exempt certificate
4. The City of Ashtabula Finance Department shall reimburse a public official or employee at 100% of eligible expenses and sales tax
5. The City of Ashtabula Finance Department shall deduct ineligible expenses and recalculate the sales tax
6. All public officials and employees must submit all support documentation to receive reimbursement
7. The Finance Department must receive reimbursement packet before the deadline to process a reimbursement in a timely manner
8. No reimbursement shall be issued without passing all established approvals
9. A reimbursement check shall be issued within the reimbursement timeframe
10. The City of Ashtabula Finance Department shall submit a sales tax refund request from the Ohio Department of Taxation in the same or next month of purchase
11. Failure to comply shall result in denial of reimbursement

ORDINANCE NO. 2026 - 84

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO REPOWER THE 32' JUSTICE
BASE BOAT AT ROAMING ROCK MARINA**

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's Marine Vessel is over 15 years of age and needs its two Mercury 300 engines replaced; and,

WHEREAS, Roaming Rock Marina has access to Mercury Government pricing and has provided a responsible bid for such materials and services.

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 repower the 32' Justice Base Boat as described in the attached exhibit, at Roaming Rock Marina, located at 1 Marina Drive, Roaming Shores, Ohio, 44084, in an amount not to exceed \$48,527.50. Funding for this project will be taken 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

Status: Posted
 Invoice Date:
 Print Date: 4/17/2026

ROAMING ROCK MARINA
1 Marina Drive
Roaming Shores OH, 44084
440.563.5662

Invoice #: 61159



BILLING ADDRESS
NICK MOON CITY OF ASHTABULA FIRE DEPARTMENT 4236 MAINE AVE ASHTABULA, OH 44004 United States 4402311430 CHIEF@ASHTABULAFIRE.COM

ANDOVER MARINE
413 E.Main St.
Andover, OH 44003
(440) 563-5662

SHIP ADDRESS
NICK MOON ASHTABULA CITYFIRE 4236 MAINE AVE ASHTABULA, OH 44004 United States 4402311430 CHIEF@ASHTABULAFIRE.COM

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
	CASH	NT	REPOWER	Unit Sales	1/9/2026

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	Sell	Your Price	Amount
8.00	8.00		RIG BOAT	"Kit RIG BOAT" RIG BOAT. RIG BOAT WITH MOTORS. LABOR ONLY.		150.00	150.00	1,200.00
(1.00)	-1.00		1B780750	<TRADE> 2009 MERCURY 300 XXL		3,800.00	3,800.00	(3,800.00)
(1.00)	-1.00		1B780744	<TRADE> 2009 MERCURY 300 CXXL		4,250.00	4,250.00	(4,250.00)
1.00	1.00		13000092A	300XXL SEAPRO AMS		24,081.00	24,081.00	24,081.00
1.00	1.00		13000094A	300CXXL SEAPRO AMS		24,387.00	24,387.00	24,387.00
1.00	1.00	MEM	8M0133240	DUAL STD W/TRIM		2,152.02	2,152.02	2,152.02
2.00	2.00	MEM	892451T30	HARNESS ASSY		326.26	326.26	652.52
2.00	2.00	MEM	8M0187441	HARNESS-CLEAN PWR		90.18	90.18	180.36
2.00	2.00	MEM	8M0158087	HARN EXT-5		71.35	71.35	142.70
1.00	1.00	MEM	8M0157213	HARNESS-HELM DUAL ENGINE		335.99	335.99	335.99
1.00	1.00	MEM	8M0199048	PUMP-GEN C STD		1,041.96	1,041.96	1,041.96
2.00	2.00	LNS	710-84-8M0138677	HARNESS PWRSTR20F		65.94	64.66	129.32
1.00	1.00	MEM	8M0150104	HARNESS-PS 12FT	7/WALL	125.81	125.81	125.81
1.00	1.00	MEM	8M0130792	GPS		996.80	996.80	996.80
1.00	1.00	MEM	879171T22	HARNESS EXTN		70.54	70.54	70.54
2.00	2.00	MEM	8M0075945	HARNESS ASSY	5 II	88.49	88.49	176.98
2.00	2.00	MEM	8M0149598	RIGGING TUBE KIT	5A	81.47	81.47	162.94
1.00	1.00	MEM	8M0165557	J-BOX 5-WAY W/CAP	2K	75.84	75.84	75.84
3.00	3.00		GL	REM/REP CONTROLS, HARNESSES, PWR STEERING PUMP & CABLES & CONFIGURE VESSEL WITH LAKE TEST		150.00	150.00	450.00
1.00	1.00	MEM	8M0152467	ADAPTOR-HOSE	4 MM	215.72	215.72	215.72
1.00	1.00			CERTIFIED MERCURY TECHNICAL COMPLETEING WORK (JESSE WILLIAMS TECH ID; 65561)		0.00	0.00	0.00
1.00	1.00					0.00	0.00	0.00
1.00	1.00			THIS IS MERCURY GOVERNMENT PRICING		0.00	0.00	0.00

Tax Authority Code

NT	0.0000
----	--------

Tracking No.

Invoice Payments

Type	Amount	Date
------	--------	------

Total Invoice

Items:	6,459.50
Fees:	0.00
Labor:	1,650.00
Kits:	0.00
Units:	0.00
Misc:	40,418.00

Subtotal:	48,527.50
-----------	-----------

Ship by FedEx - FERERAL	0.00
-------------------------	------

Sales Tax:	0.00
------------	------

Total Invoice:	48,527.50
----------------	-----------

Total Paid:	0.00
-------------	------

Balance Due:	48,527.50
--------------	-----------

Customer satisfaction is extremely important to us. We would appreciate hearing back from you by completing a Google review using the following link :

<https://g.page/r/CVC0gBaw0hvBEAE/review>

THANK YOU FOR YOUR BUSINESS!

Returns

All pre-owned units sold as is unless otherwise specified on invoice.

All returns are subject to a 20% restock fee.

No returns without receipt.

No returns after 14 days.

No returns on special orders or close out items.

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

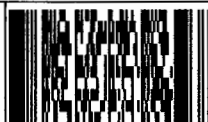
Note

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

**CITY OF ASHTABULA
COMMUNITY REINVESTMENT AREA (CRA) RESIDENTIAL APPLICATION**

- TO BE FILED AT PROJECT COMPLETION -

PLEASE PRINT OR TYPE

Date Received (office use only) _____

1. A) Name of property owner(s), home mailing address, day and evening telephone numbers.
(Please print)

Shawn and Delia Hoch

Property Owner

Shawn

Contact Person

1814 W. 10th

Mailing Address

(614) 429-8101

Phone

Ashtab OH 44004

City State Zip

shawn.hoch@hotmail.co

Email

- B) Residential Property Site.

1814 W. 10th 44004

Address

68-404-01-022-06

Permanent Parcel Number(s)

2. A) ☒ Is this a new residential structure

-or-

☐ The remodeling of an existing residential structure
(check one)

- B) In the event of a remodeling, the cost of the remodeling is \$ _____

3. ☒ One or two unit residential structure

- or -

☐ Three unit or more residential structure
(check one)

4. Date construction or remodeling was completed: 02/25/2026
(Copies of receipts, invoices or cancelled checks evidencing the actual cost of the construction or remodeling must be attached)

5. Is this an historic or architecturally significant structure: Yes ☐ No ☒
6. Will the Residential Property be used as a primary dwelling, secondary dwelling, rental property or as short term rental?
- Primary ☒ Secondary ☐ Rental Property ☐ Short Term Rental ☐
7. Percentage of abatement requested: 100
(The maximum exemption is 100%)
8. Number of years of abatement requested: 7
(The maximum time for exemption is seven (7) years)

The Applicant understands that the information contained in and submitted with this application is complete and correct and is aware that penalties for falsification could result in the forfeiture of all current or future economic development assistance benefits, as well as possible criminal prosecution. Applicant further understands that the property will be properly maintained and repaired and shall not be in violation of any local housing, zoning, or building codes during the period of tax exemption.

[Signature]
Signature of Owner

Witness

3/9/26
Date

[Signature]
Signature of Co-Owner

Witness

3-9-26
Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

HOUSING OFFICER VERIFICATION
[ORC SECTION 3735.67 (B)]

I have verified the construction of a **new residential structure** or the **cost of remodeling** along with the facts asserted in the above application and have found them to be true and accurate subject to the below notations, if any:

The construction or remodeling meets the requirements for a CRA exemption enacted pursuant to Ordinance No. 2008-32 and attached hereto.

In the event this is a structure of historic or architectural significance, the appropriateness of the remodeling has been approved in writing by any society, association, agency, or legislative authority, which has designated the structure as historically or architecturally significant.

Verified By: Mary Mumm

Date: 3/30/2026

NOTICE TO ASHTABULA AREA BOARD OF EDUCATION
[ORC SECTION 5709.83]

To the Board of Education:

Please find enclosed a copy of a completed City of ASHTABULA Community Reinvestment Area (CRA) Residential Application for Exemption from Taxation. This notice is being provided not later than fourteen (14) days prior to it being forwarded to the County Auditor.

James M. Timonere, City Manager

Date

HOUSING OFFICER CERTIFICATION
[ORC SECTION 3735.67 (C)]

To the Ashtabula County Auditor:

This application for _____, Permanent Parcel No(s). _____,
(Address)

has been certified for exemption from taxation in accordance with Ohio Revised Code Section:
(check one)

- _____ 1. 3735.67 (D) (1) - Remodeling of residential dwelling of not more than two (2) units.
- _____ 2. 3735.67 (D) (2) - Remodeling of residential dwelling of more than two (2) units.
- _____ 3. 3735.67 (D) (3) - New construction of a residential dwelling.

The period and percentage of exemption is as follows: (check one)

- _____ 1. Seven (7) years for the **remodeling** of every residential dwelling unit **containing not more than two (2) family units** and upon which the cost of remodeling is at least \$5,000.00, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- _____ 2. Seven (7) years for **new residential** construction consisting of **not more than two (2) family units**, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- _____ 3. Seven (7) years for the **remodeling** of every residential dwelling unit containing **more than two (2) family units** upon which the cost of remodeling is at least \$10,000.00, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- _____ 4. Seven (7) years for **new residential** construction consisting of **more than two (2) family units**, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.

This application forwarded by:

James M. Timonere, City Manager

Date



Ashtabula
COUNTY, OHIO

Where great things happen

Residential Certificate of Occupancy

Ashtabula County Building Department

25 West Jefferson Street Jefferson OH 44047

P: 440-576-3737

F: 440-576-3739

Project Address:

1814 W. 10th St.

Ashtabula City

PPN 68-4040102206

Owner:

M & K Builders & Developers LLC
1077 Evening Star Dr.
Rome, OH 44085

Master Permit No:

R-2025-00548

Building Final Inspection:

02/17/2026

Plumbing Final Inspection:

02/17/2026

Scope of Project:

☒ New Structure
☐ Addition

☐ Change of Occupancy
☐ Other

☐ Alteration

Project Description:

Single Family Dwelling

Stipulations, Conditions & Variances:

This project was approved under the 2019 edition of the Ohio Residential Code of Ohio.

This Certificate represents an approval that is valid only when the building and its facilities are used as stated and is conditional upon all building systems being maintained and tested in accordance with applicable equipment or system schedules.

This certifies conformance with chapters 3781 and 3791 of the Ohio Revised Code and applicable provisions of the rules of the Ohio Board of Building Standards.

Thomas J. Congdon Date: 02/25/2026

Residential Building Official

FINAL RESIDENTIAL CONSTRUCTION AGREEMENT

This FINAL RESIDENTIAL CONSTRUCTION AGREEMENT (the "Agreement") is dated the **4th day of June , 2025** by and between M & K BUILDERS & DEVELOPERS LLC, an Ohio limited liability company, by its Managing Members Steven Kaufman or David Muraco, 1077 Evening Star Drive Roaming Shores, Ohio 44085, its assigns and successors in interest (hereinafter "Contractor"), and **Shawn and Delia Hoch** husband and wife, and as individuals, their heirs, executors, assigns and successors in interest (hereinafter "Buyer")

Whereas the Buyer has selected land described as **1814 West 10th Street . Ashtabula, Ohio 44004** also described as **S/L 6 in the Wenner Field Estates Subdivision. Permanent Parcel # 68-404-01-022-06.**

Whereas, the Buyer has reviewed and approved the Standard Features Construction Detail and has further approved the Building Floor Plans.

Whereas, the Buyer acknowledges and agrees that construction change orders, and landscaping shall not be included in the construction agreement.

Whereas the Buyer further acknowledges and agrees that upon final inspection and occupancy approval by the Ashtabula County Building Department, the Buyer shall have paid all amounts due to Contractor. Contractor insures the property is free and clear of all liens and encumbrances, except those placed upon the land by Buyer.

Whereas, the Buyer has provided the Seller with a **\$10,000.00 deposit on the day of January 27th, 2024.** Wherein Buyer agreed to release such deposit to the Seller which is now nonrefundable and shall be credited to the total purchase price.

Whereas, the Buyer has provided documentation for financing this construction contract satisfactory to the Contractor.

Whereas, the Contractor shall obtain all necessary permits for the completion of this contract.

In consideration of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which Buyer and Contractor hereby acknowledge, the parties agree as follows:

1. Purchase Price

a) Contractor agrees to complete the building of a home on **1814 West 10th Street, Ashtabula, Ohio 44004** also described as **S/L 6 in the Wenner Field Estates Subdivision. Permanent Parcel # 68-404-01-022-06** for the price of **\$302,790.00** pursuant to the Standard Features Construction Detail attached thereto as exhibit 1(A), the final Building Floor Plans and the Change Order Form attached as exhibit 4 incorporated herein.

b) Contractor's Scope of Work:

- 1) To properly grade the property to allow proper drainage
- 2) To set pins in the property marking its boundaries
- 3) To obtain all necessary permits required to build on the property, including but not limited to zoning, subdivision, building, occupancy, etc. and to provide all maps, plans and other documents necessary to obtain such permits.
- 4) To construct in good workmanship manner a home designed by Contractor using the Standard Features Construction detail, and Building Plans subject to the terms and conditions of this paragraph (1)
- 5) To provide water, electric and sanitation services for construction purposes until the final inspection and occupancy approval by the Ashtabula County Building Department.
- 6) To pay and maintain liability and property insurance up until the final inspection and occupancy approval by the Ashtabula County Building Department.
- 7) To secure an occupancy permit from the County Building Department and, if necessary, the City of Ashtabula, within the time frames provided by this Agreement.

c) In consideration of the Contractor's promises, the Buyer agrees to pay the purchase price per the Lender's construction draw schedule, except that all change orders shall be paid prior to work beginning on the change order and according to the Change Order Form.

- 1) Payment of \$10,000.00 paid on the day of January 27th, 2024.
- 2) Payment of \$20,000.00 upon execution of the Land Purchase Agreement
- 3) Progress payments per the Lender's construction draw schedule.
- 4) All payments are non-refundable except as provided herein.

d) After completion of construction and final inspection and occupancy approval by the Ashtabula County Building Department, the Buyer shall be responsible:

- 1) to provide and pay the cost for water, sewer, electric, gas, sanitation, etc.
- 2) to procure and maintain liability and property insurance on the property
- 3) to provide and maintain all landscaping
- 4) all other duties associated with home ownership.

e) Attached hereto and incorporated as part of this Agreement is a Standard Features which includes all options for the Home selected by Buyer. Buyer acknowledges and agrees that the Standard Features accurately reflects all options selected by Buyer as of the date of this Agreement. The buyer may request changes to the Standard Features and such requests for changes shall be approved or rejected at the sole discretion of the Contractor.

f) All requests for changes in plans, design, materials or construction shall be in writing and processed pursuant to the Change Order Form attached hereto as exhibit 4.

i) Buyer acknowledges that Buyer has reviewed and approved all of the following: the features described in Buyer's approved selections shown on the Standard Features (as described in Subparagraph 1(d) above), and any approved Change Orders (also as described in Subparagraph 1(d) above) (collectively, the "Plans and Specifications").

j) Buyer further acknowledges that the Plans and Specifications are the only agreed improvements. Buyer unconditionally agrees that this section defines Buyer's complete expectation and is Buyer's sole and exclusive basis of the bargain in regard to the improvements to be constructed by Contractor on the

Property. The buyer further acknowledges that there are many accepted methods of calculating the square footage of structures. In its marketing brochures and documents, Contractor may use different methods of calculating the square footage of the home and makes no representations as to the actual square footage of the Home, regardless of the method utilized.

2. Construction.

a) Buyer and Contractor shall inspect the Property prior to Settlement ("Pre-Settlement Inspection") and shall note, on the Pre-Settlement Inspection Report provided by Contractor, those items which, both parties mutually agree, require completion or corrective action pursuant to this Agreement. Contractor shall undertake to complete all such items prior to Settlement; however, Settlement shall not be delayed, nor shall funds be held in escrow, if such work is not completed before Settlement. To the extent any such items remain to be completed after Settlement, Contractor shall have the right to enter upon the Property to complete those items that remain to be completed in the interior of the home. Buyer shall cooperate with Contractor in providing access to the interior of the Home as necessary. Any and all items mutually agreed to that require completion or corrective action that are climate or resource dependent will be identified by the Contractor. The contractor will provide the buyer with an estimated completion timeline on corrective actions.

b) Buyer shall have the right to schedule a private home inspection ("Buyer Inspection") of the Property by an independent private home inspector at Buyer's sole expense, not less than 48 hours prior to the Pre-Settlement Inspection. Any home inspector must have insurance coverage acceptable to Contractor prior to entering the Property. Buyer unconditionally agrees to indemnify, defend and hold harmless Contractor from any injury to person or property occurring as the direct or proximate result of the Buyer Inspection. If Buyer elects to hire an independent private home inspector, Contractor shall reasonably cooperate in scheduling a Buyer Inspection; however, the Buyer Inspection must be scheduled with no less than 48 hours advance notice to Contractor and the Buyer Inspection must take place during normal construction working hours. The Buyer Inspection must be coordinated with the Contractor's representatives in accordance with their schedules and shall in no way interfere with construction or delay the construction schedule. Any deficiencies identified by the Buyer Inspection shall be promptly submitted to the Contractor in writing along with a signed report by the home inspector.

c) Upon reasonable notice to Buyer, Contractor shall have the right to enter upon the Property at any time after Settlement for the purpose of making exterior changes to the Lot or to adjacent lots in the Subdivision or other Contractor owned property, and any improvements thereon, including but not limited to grading and drainage system changes.

3. Contractor's Changes; Purchase Price Adjustment.

a) All change orders shall be in writing and signed by the parties in accordance with the Change Order Form attached as exhibit 4. Upon notice to the Buyer, Contractor shall have the right to substitute similar materials of substantially equivalent quality, in Contractor's sole discretion.

b) Upon notice to Buyer, Contractor reserves the right to make changes in the Plans and Specifications, for the purposes of mechanical installations, building code and site requirements, and reasonable architectural design improvements subsequent to the date of this Agreement.

c) The location and ground elevation of the Home on the Lot and the necessity, if any, to revise the plan of the Home to conform to the Lot, shall be determined by the Contractor, in its sole discretion. Subject to any architectural guidelines applicable to the Subdivision, the Contractor reserves the right to refine, revise or change the housing types to be sold in the Subdivision. Buyer acknowledges that the siting

of homes in specific locations within the Subdivision is subject to change, however any re-sittings shall conform to all applicable zoning and Subdivision boundary and set-back requirements.

d) Adjacent Land Uses. Buyer acknowledges that construction of other homes and improvements in the Subdivision and on adjacent property owned by Contractor will be occurring during and possibly after completion of the Home and Settlement. Contractor makes no representation as to the timing, location, or duration of such construction as part of this Agreement. Contractor makes no representations as to the proposed or approved uses for land adjacent to the Property or the Subdivision. Buyer. Contractor is under no obligation to provide Buyer with copies of the preliminary or final site plans, the record plat, blueprints, general plan maps or other planning documents of other Lots within the subdivision which may affect the planning and development of the surrounding area. The contractor warrants that the Property is in compliance with the applicable zoning regulations in effect as of the date hereof. Buyer acknowledges that Contractor has made no representation other than those contained in this Agreement as to current or proposed zoning of any land, and that no agent of Contractor is authorized to do so.

e) Right to Cure. OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE. UPON RECEIPT OF SUCH NOTICE, THE CONTRACTOR HAS AN OPPORTUNITY TO INSPECT THE HOME, OFFER TO REPAIR OR PAY FOR THE DEFECTS OR DISPUTE THE CLAIM. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND THE FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

4. Settlement,

a) The Estimated Settlement Date of 12/30/25, is provided solely as a rough guideline and is subject to change at Contractor's discretion. Contractor shall determine a specific date and time when Settlement shall actually occur (the "Actual Settlement Date") at an earlier or later date, based upon the actual construction schedule of the subdivision and the Property. In no event shall Contractor be considered in breach of this Agreement or liable for any damages whatsoever for any difference in time between the Estimated Settlement Date and the Actual Settlement Date.

b) Not less than ten (10) days in advance, Contractor shall provide written notice to Buyer of the Actual Settlement Date. If the Actual Settlement Date is changed by the Contractor, then Contractor shall provide subsequent written or oral notice to reschedule the Actual Settlement Date no less than two (2) days prior to the rescheduled Actual Settlement Date. In the event Buyer does not make full settlement upon the Actual Settlement Date, Buyer shall be in default of this Agreement and Contractor may exercise any remedies it may have as provided by this agreement; provided, except as otherwise provided herein, Contractor shall use its best efforts to deliver possession of the Property within eight (7) months of Buyer's execution of this Agreement (the "Outside Delivery Date"). This provision shall obligate Contractor to construct the Home and complete Settlement on the Property within that eight (7) month period. Provided Buyer is not in breach, and notwithstanding any contrary terms of this Agreement, Buyer's remedies for Contractor's breach of this Paragraph shall be limited to those remedies available under the laws of Ohio. For the purposes of this Paragraph, the date of execution of this Agreement shall be the later of the date this Agreement is signed by Buyer and Contractor. Performance of this Agreement by Buyer and Contractor shall be deemed complete upon Settlement on the Property, subject only to provisions of this Agreement. If

Contractor's performance under this Agreement is delayed or performance of this Agreement is not completed within said eight (7) month period due to Buyer's breach of any term or condition of this Agreement, Contractor shall be entitled to the remedies set forth by this Agreement and Ohio law. - Buyer further acknowledges and agrees that if at any time Buyer notifies Contractor of its intention not to fully perform its obligations under this Agreement or to make full Settlement in accordance with the terms hereof, such notice shall automatically constitute a breach by Buyer of one of Buyer's obligations under this Agreement and Contractor shall immediately be entitled to the remedies set forth in this agreement.

c) Payment of Real Estate Commissions. Contractor shall be solely responsible for any sales commissions due to any real estate brokerage representing Contractor including any co-broker transaction related to the purchase of this agreement. Escrow agent to pay from Contractor's escrow funds a commission of \$2,549.00 to Century 21 Asa Cox Homes and \$2,549.00 to Harbor Realty. Buyer shall be solely responsible for any other sales commissions arising from any real estate brokerage outside of Contractor's representation as outlined above. Buyer shall be solely responsible for any other sales commissions arising from any real estate brokerage outside of Contractor's representation as outlined above.

d) Payment of Closing Costs. . Buyer shall pay all other Closing Costs associated with Closing and Settlement, including all state or local transfer taxes, except as otherwise provided in this agreement. For purposes of this Agreement, "Closing Costs" are defined as all costs associated with Settlement including, but not limited to, escrow and prorated items such as tax proration and tax escrows, prepaid property insurance premiums, mortgage insurance premiums, mortgage discount points or prepaid interest, title examination, survey and lender fees, state and local transfer taxes, title insurance costs and policy premiums, costs of document preparation, attorneys' fees, escrow or settlement fees, wire transfer fees, recording fees, notary fees and messenger fees.

e) All utility charges including, and without limitation, sewer and water charges, are to be adjusted to the date of Settlement and thereafter assumed by Buyer. The buyer shall have all utility services to the Property transferred into Buyer's name, such transfer to be effective no later than the Actual Settlement Date. The contractor makes no representations or warranties regarding any assessments which affect the Property, either now or in the future.

5) Default-Buyer. If Buyer shall fail to make full and timely progress payments as identified in section 1- C of this agreement or shall otherwise be in breach or default of any provision under this Agreement, Buyer acknowledges, understands and agrees that the damages that will or may be suffered by the Contractor as a result of such breach or default are uncertain and not reasonably calculable with mathematical certainty. Accordingly, Contractor reserves the right to retain all payments, and any amounts paid under this Agreement as liquidated damages and not as a penalty, in which event Buyer and Contractor shall be relieved from further liability hereunder. In the alternative, Contractor may retain all payments under this agreement for the payment of damages for such default and pursue such legal and/or equitable remedies which Contractor may have on account of Buyer's breach or default, including, but not limited to, specific performance. In the event Buyer fails to take possession to the Property on the Actual Settlement Date as required in this Agreement, Contractor may, in its sole discretion, agree to extend the time of Settlement. In the event Buyer does not settle on the Actual Settlement Date, regardless of whether Contractor has agreed to extend the time of Settlement, Buyer shall pay a late settlement charge computed at the rate of 1.5% of the unpaid balance of the Purchase Price per month. The full monthly amount of the late charge shall be assessed on the day after Settlement was to have occurred and shall be assessed every thirty (30) days thereafter and shall be paid in full on the date that Settlement actually occurs.

However, this late settlement charge shall not be construed as a waiver on the part of the Contractor of any of Contractor's rights hereunder or of any legal or equitable remedies Contractor may have in seeking enforcement of this Agreement and/or the recovery of Contractor's damages. No interest rate charged

herein shall be in excess of that permitted by law. The parties constituting Buyer shall be jointly and severally liable hereunder. In the event that Buyer breaches or defaults under this Agreement, Buyer shall be responsible for all attorneys' fees incurred by Contractor in enforcing this Agreement.

Claims and Disputes. BUYER AND CONTRACTOR COVENANT AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED IN WHOLE OR IN PART ON FACTS OCCURRING BEFORE SETTLEMENT, WHETHER KNOWN OR UNKNOWN, AND THAT ARISE OUT OF OR RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, SETTLEMENT HEREUNDER, THE AGREED IMPROVEMENTS TO THE PROPERTY (WHETHER AS-BUILT OR AS-PROMISED) AND/OR THE HEREIN DESCRIBED REAL ESTATE, REGARDLESS OF LEGAL THEORY AND REGARDLESS OF THE NAMED RESPONDENT(S)/DEFENDANT(S) ("CLAIMS"), SHALL BE GOVERNED BY A ONE (1) YEAR STATUTE OF LIMITATIONS PERIOD AND BAR DATE RUNNING FROM THE DATE THE CLAIM OR CAUSE OF ACTION ACCRUES (IF AT ALL). CONSISTENT WITH THE FOREGOING, ALL SUCH CLAIMS BASED ON MATTERS OCCURRING BEFORE THE SETTLEMENT DATE SHALL BE DEEMED TO HAVE ARISEN AND ACCRUED, IF AT ALL, AND THE AFORESAID ONE YEAR LIMITATION PERIOD FOR ALL SUCH CLAIMS SHALL BEGIN TO RUN NOT LATER THAN THE SETTLEMENT DATE. WITH THE SOLE EXCEPTION OF COUNTERCLAIMS, ANY SUCH CLAIMS INITIATED IN ANY FORUM AGAINST ANY PARTY TO THIS AGREEMENT AND/OR THEIR JOINT AND SEVERAL SUCCESSORS, MEMBERS, AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS AND/OR SUPPLIERS BY ANY OTHER PARTY TO THIS AGREEMENT AND/OR THEIR SUCCESSORS, SUBROGEEES AND ASSIGNS SHALL BE DEEMED AUTOMATICALLY BARRED AND PRECLUDED AS A MATTER OF LAW AND CONTRACT IF NOT FILED OR INITIATED WITHIN THAT AGREED ONE (1) YEAR LIMITATION PERIOD FOLLOWING SETTLEMENT AND BEFORE SAID BAR DATE. ALL APPLICATION OF THE SO-CALLED "DISCOVERY RULE" IS MUTUALLY WAIVED BY THE PARTIES. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES BUYER'S UNDERSTANDING AND AGREEMENT TO THESE TERMS AND THAT THE SAID ONE (1) YEAR LIMITATION PERIOD IS COMPLETELY REASONABLE IN ALL RESPECTS. NOTWITHSTANDING THE FOREGOING, THESE BAR DATE TERMS SHALL NOT APPLY TO CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION BY CONTRACTOR AGAINST BUYER AND/OR ANY OTHER PERSON. THESE RIGHTS MAY ONLY BE ENFORCED BY THE BUYER AND CONTRACTOR AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS IN ANY OTHER PERSON OR ENTITY.

MOREOVER, THE PARTIES AGREE TO MEDIATE AND THEN ARBITRATE ANY DISPUTES OR CLAIMS ARISING BETWEEN THEM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE AMERICAN ARBITRATION ASSOCIATION AND FURTHER AGREE TO THE JURISDICTION OF THE CLEVELAND, OHIO OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION.

7) No Contingencies. Unless otherwise provided in the Addendum attached to this Agreement, performance of this Agreement in no way is contingent upon the sale, rental, settlement or other disposition of any other property owned by Buyer.

8) Energy Efficiency and Possible Biological Impurities.

Modern homes, including the Property, are built tightly to slow the escape of warm air in the winter and the escape of cool air in the summer. These tight construction techniques also help reduce the entrance

into the home of certain naturally occurring, organic, often airborne, and often invisible contaminants such as (without limitation) animal dander, dust, dust mites, fungi, all forms of mold, bacteria and pollen (collectively, "Biological Impurities"). However, Biological Impurities brought into the home (through the natural circulation of air, generated by or carried into the home by or upon people, animals or things, including building materials) can become trapped and actively grow in the tightly constructed home unless they are affirmatively removed. Moisture, either from leaks or from exposure to the elements during the construction process or after occupancy by the Buyer, can lead to an addition in those Biological Impurities in the Home. For instance, as an example of the foregoing and without limitation, moisture from leaks into the interior of the structure and the resulting wood rot (to the extent such leaks and wood rot would not be covered by Contractor's Limited Warranty), either alone or in combination with certain variables such as the temperature and the type of cellulose wood products, can cause the development of mold and other Biological Impurities to develop.

Within a home, Biological Impurities can cause allergies or other more serious health effects for the occupants. According to some experts, Biological Impurities cannot be completely eliminated or excluded from residential construction such as the Property. Notwithstanding the immediately preceding sentence, it is Buyer's sole responsibility after Settlement to implement periodic, careful inspections and maintenance procedures in an effort to minimize the existence and effect of Biological Impurities within the Property. The Contractor does not claim any expertise regarding the identification, remediation or possible health consequences of Biological Impurities; if Buyer would like more information, Buyer should contact the USEPA, state or local health department authorities.

Contractor has not made, created or invited (nor does it intend to make, create or invite) any warranty or any other expectancy, either express or implied, with respect to any Biological Impurities. Buyer agrees for themselves and their heirs, successors and assigns, that Contractor, its subcontractors and suppliers, shall not be liable for any damages (whether direct or consequential) or for any injury (including, but not limited to, any personal injury) to Buyer, regardless of legal theory (including, but not limited to, Contractor's negligence) arising out of or relating to any real or alleged Biological Impurities located in or at the Property. Accordingly, Buyer releases Contractor, its subcontractors and suppliers, and any and all other persons and entities of and from any and all present and future claims, damages and causes of action, regardless of legal theory, that arise out of or in any way relate to the real or alleged presence of Biological Impurities in or at the Property (collectively, "Biological Impurities Claims"). To the maximum extent permitted by law, Buyer hereby waives (and is estopped from asserting) all claims to the contrary. Buyer further acknowledges that nothing to the contrary has been promised by Contractor or otherwise made any part of the basis of the bargain between the parties in regard to this transaction and, upon request, Buyer shall sign a separate confirmatory addendum and reaffirmation at Settlement to further memorialize that this Paragraph accurately states and shall remain the mutual agreement and intent of the parties. Buyer hereby expressly covenants and agrees to pay to and indemnify Contractor and its subcontractors and suppliers, for any and all damages and/or costs (including, without limitation, attorney's fees and court costs) incurred by Contractor and/or its subcontractors and/or its suppliers as a result of any Biological Impurities Claims made, or attempted to be made, by Buyer. In addition, the deed to the Property to be delivered by Contractor to Buyer at Settlement may contain a covenant running with the land and binding upon the Property which sets forth the waiver, release and indemnification provisions contained herein. Buyer agrees to take title to the Property subject to this covenant which shall be binding upon Buyer. This provision shall survive Settlement and shall not merge with or into the deed.

9) Oral Statements or Promises. Unless oral statements or promises are written into this

Agreement, they are not enforceable under law. By including the terms below, Buyer and Contractor are making them part of this Agreement and agree to abide by these terms. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES.

The following oral statements or promises have been made by the Contractor, the Contractor's agent or the Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement: NONE

10) Landscaping And Storm Water Management. Buyer shall be responsible, at Buyer's sole cost and expense, for all additional costs to fully landscaping the Lot. Buyer acknowledges that Contractor makes no representations or warranties about permits (including OEPA permits) which may be required for future improvements or changes to the Property.

11) Successors and Assigns. This Agreement shall be binding on the parties and their heirs, successors, legal representatives and permitted assigns. The Buyer shall not assign any interest in this Agreement or the premises to a third party prior to Settlement without the prior written consent of the Contractor.

12) Time of the Essence. TIME IS OF ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT and the buyer's failure to comply with the deadlines and time frames specified in this Agreement may, at Contractors option, be deemed a default.

15) Picture Release. Buyer hereby gives Contractor, its successors and assigns, full permission to use, publish, and copyright photographic prints and any other reproductions of the Property, or any part thereof, for advertising, publicity, and for any and all bona fide commercial purposes whatsoever.

16) Miscellaneous. All notices and communications under this Agreement shall be in writing and mailed to the addresses shown on page 1 of this Agreement and , except as otherwise provided herein, and shall be deemed duly given on the date such notice is (i) mailed by U.S. postal service regular mail or certified mail, first class postage prepaid, (ii) delivered by an overnight courier by next day delivery, (iii) sent by facsimile or electronic mail with transmission verification, or (iv) delivered by personal delivery, if to Contractor to the applicable Managing Partners office, and if to Buyer to his address given above. The parties shall notify each other of any change of address. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender. This Agreement, its formation and enforceability shall be governed by the laws of the State of Ohio without regard for conflicts of law principles. The parties agree that all claims or disputes shall be resolved in the Courts of Ashtabula County.

17) Entire Agreement. This Agreement and its attached exhibits as set are incorporated by reference and constitute the entire and final Agreement. No other prior or contemporaneous agreements, representations, promises or terms (written or oral) are part of this Agreement, but are superseded by this written Agreement. No additions or changes to this Agreement shall be valid or binding unless signed by an authorized officer of Contractor and Buyer.

18) Merger. The parties hereby agree that the mutual intent of the undersigned Buyer and Contractor is that (except as specifically provided in this Agreement) all of Buyer's rights and remedies under the Agreement. The sole and only exceptions to that intended and agreed merger are those rights and remedies (if any) which are expressly defined in the Limited Warranty to be issued from Contractor to Buyer at Settlement. The buyer hereby voluntarily and expressly waives and releases all contrary claims

and entitlements. The buyer agrees to execute any documentation reasonably required at Settlement to further memorialize the intent of the parties stated in this Paragraph and that Buyer's rights and remedies post-Settlement shall be limited to items (a) and (b) herein. Unless otherwise expressly stated in the Agreement, all of the Buyer's obligations under the Agreement, and all of the Contractor's rights and remedies under the Agreement, well as all Addenda, shall survive and shall not be merged at Settlement.

THIS IS A LEGALLY BINDING CONTRACT AND BUYER ACKNOWLEDGES THAT:

- 1) EACH HAS HAD AMPLE OPPORTUNITY TO READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT
- 2) EACH HAS HAD AMPLE OPPORTUNITY TO SEEK THE COUNSEL AND ADVICE OF AN ATTORNEY OF THEIR CHOICE
- 3) EACH HAS VOLUNTARILY AND WITHOUT COERCION OR PRESSURE TO READ THIS AGREEMENT, UNDERSTAND ITS TERMS AND KNOWING SIGNED THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT THIS AGREEMENT, AS SIGNED BY BUYER ALONE, CONSTITUTES AN OFFER TO PURCHASE AND THAT THIS AGREEMENT SHALL NOT BE BINDING UPON CONTRACTOR UNTIL EXECUTED BY A MEMBER OF CONTRACTOR. THE SALESPERSON OR REPRESENTATIVE RECOMMENDING APPROVAL IS NOT SUCH A MEMBER. BUYER'S OFFER SHALL BE REVOCABLE ONLY BY WRITTEN NOTICE OF REVOCATION GIVEN TO AND RECEIVED BY THE CONTRACTOR'S MEMBER PRIOR TO ACCEPTANCE BY CONTRACTOR. BUYER

David Muraco
David Muraco (Jun 5, 2025 12:12 EDT)
06/05/2025
M&K Builders & Developers, LLC - Contractor Date
By: **David Muraco, Managing Member**
1077 Evening Star Dr.
Roaming Shores, Oh. 44085
Phone: 440-413-1869

Shawn Hoch
Shawn Hoch (Jun 5, 2025 12:41 EDT)
06/05/2025
Shawn Hoch - Buyer Date
4921 Bottlebrush
Canal Windchester, Oh 43110
Ph: 614-429-8101
Email:shawn.hoch@hotmail.com

Delia Hoch
Delia Hoch (Jun 5, 2025 12:43 EDT)
06/05/2025
Delia Hoch - Buyer Date
4921 Bottlebrush
Canal Windchester, Oh 43110
Ph: 719-900-8100
Email:deliahoch@gmail.com

EXHIBIT 4
CHANGE ORDER ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM TO PURCHASE AGREEMENT (the "Addendum") is made as of _____, 2025, is by and between M & K BUILDERS & DEVELOPERS LLC, an Ohio limited liability company ("Contractor"), and **Shawn & Delia Hoch, 4921 Bottlebrush. Canal Windchester, Ohio 43110** (individually/collectively referred to as "Buyer").

The Buyer requests the following changes/additions:

BUYER:

Signature: _____

BUYER:

Signature: _____

CONTRACTOR: M & K BUILDERS & DEVELOPERS LLC, an Ohio limited liability company

By: _____ David Muraco, Managing Partner

HOCH Final Purchase Agreement

Final Audit Report

2025-06-05

Created:	2025-06-05
By:	Ronald Cooper (ron.cpa@att.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAkWc2hG-JUuBaIZBBZFFevS2wGScTWTbI

"HOCH Final Purchase Agreement" History

-  Document created by Ronald Cooper (ron.cpa@att.net)
2025-06-05 - 12:14:49 PM GMT- IP address: 70.240.150.121
-  Document emailed to David Muraco (muracod@outlook.com) for signature
2025-06-05 - 12:14:53 PM GMT
-  Document emailed to Shawn Hoch (shawn.hoch@hotmail.com) for signature
2025-06-05 - 12:14:54 PM GMT
-  Document emailed to Delia Hoch (deliahoch@gmail.com) for signature
2025-06-05 - 12:14:54 PM GMT
-  Email viewed by David Muraco (muracod@outlook.com)
2025-06-05 - 3:27:34 PM GMT- IP address: 174.131.69.88
-  Email viewed by Delia Hoch (deliahoch@gmail.com)
2025-06-05 - 4:11:03 PM GMT- IP address: 174.207.100.137
-  Document e-signed by David Muraco (muracod@outlook.com)
Signature Date: 2025-06-05 - 4:12:48 PM GMT - Time Source: server- IP address: 174.131.69.88
-  Email viewed by Shawn Hoch (shawn.hoch@hotmail.com)
2025-06-05 - 4:40:22 PM GMT- IP address: 99.147.153.14
-  Document e-signed by Shawn Hoch (shawn.hoch@hotmail.com)
Signature Date: 2025-06-05 - 4:41:30 PM GMT - Time Source: server- IP address: 99.147.153.14
-  Document e-signed by Delia Hoch (deliahoch@gmail.com)
Signature Date: 2025-06-05 - 4:43:56 PM GMT - Time Source: server- IP address: 99.147.153.14
-  Agreement completed.
2025-06-05 - 4:43:56 PM GMT



Adobe Acrobat Sign

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

**CITY OF ASHTABULA
COMMUNITY REINVESTMENT AREA (CRA) RESIDENTIAL APPLICATION**

- TO BE FILED AT PROJECT COMPLETION -

PLEASE PRINT OR TYPE

Date Received (office use only) 3/3/2026

1. A) Name of property owner(s), home mailing address, day and evening telephone numbers.
(Please print)

Mitchell Malasky

Property Owner

Amanda Wood

Contact Person

2602 Brooke Lane

Mailing Address

4408133606

Phone

Ash OH 44004

City State Zip

manda_24_05@hotmail

Email

- B) Residential Property Site.

2606 Brooke Lane

Address

490442000200

Permanent Parcel Number(s)

2. A) ☒ Is this a new residential structure

-or-

- ☐ The remodeling of an existing residential structure
(check one)

- B) In the event of a remodeling, the cost of the remodeling is \$ 0

3. ☐ One or two unit residential structure

- or -

- ☐ Three unit or more residential structure
(check one)

4. Date construction or remodeling was completed: 3/2/2026

(Copies of receipts, invoices or cancelled checks evidencing the actual cost of the construction or remodeling must be attached)

5. Is this an historic or architecturally significant structure: Yes ☐ No ☒

6. Will the Residential Property be used as a primary dwelling, secondary dwelling, rental property or as short term rental?

Primary ☒ Secondary ☐ Rental Property ☐ Short Term Rental ☐
100%

7. Percentage of abatement requested: _____
(The maximum exemption is 100%)

7

8. Number of years of abatement requested: _____
(The maximum time for exemption is seven (7) years)

The Applicant understands that the information contained in and submitted with this application is complete and correct and is aware that penalties for falsification could result in the forfeiture of all current or future economic development assistance benefits, as well as possible criminal prosecution. Applicant further understands that the property will be properly maintained and repaired and shall not be in violation of any local housing, zoning, or building codes during the period of tax exemption.

Signature of Owner

Witness

3/2/2026

Date

Signature of Co-Owner

Witness

3/2/2026

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

HOUSING OFFICER VERIFICATION
[ORC SECTION 3735.67 (B)]

I have verified the construction of a **new residential structure** or the **cost of remodeling** along with the facts asserted in the above application and have found them to be true and accurate subject to the below notations, if any:

The construction or remodeling meets the requirements for a CRA exemption enacted pursuant to Ordinance No. 2008-32 and attached hereto.

In the event this is a structure of historic or architectural significance, the appropriateness of the remodeling has been approved in writing by any society, association, agency, or legislative authority, which has designated the structure as historically or architecturally significant.

Verified By:

Mary Allen

Date:

3/30/2026

NOTICE TO ASHTABULA AREA BOARD OF EDUCATION
[ORC SECTION 5709.83]

To the Board of Education:

Please find enclosed a copy of a completed City of ASHTABULA Community Reinvestment Area (CRA) Residential Application for Exemption from Taxation. This notice is being provided not later than fourteen (14) days prior to it being forwarded to the County Auditor.

James M. Timonere, City Manager

Date

HOUSING OFFICER CERTIFICATION
[ORC SECTION 3735.67 (C)]

To the Ashtabula County Auditor:

This application for 2602 Brooke Lane, Permanent Parcel No(s). 490442000200,
(Address)

has been certified for exemption from taxation in accordance with Ohio Revised Code Section:
(check one)

- _____ 1. 3735.67 (D) (1) - Remodeling of residential dwelling of not more than two (2) units.
- _____ 2. 3735.67 (D) (2) - Remodeling of residential dwelling of more than two (2) units.
- _____ 3. 3735.67 (D) (3) - New construction of a residential dwelling.

The period and percentage of exemption is as follows: (check one)

- 1 1. Seven (7) years for the **remodeling** of every residential dwelling unit **containing not more than two (2)** family units and upon which the cost of remodeling is at least \$5,000.00, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- 2 2. Seven (7) years for **new residential** construction consisting of **not more than two (2)** family units, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- _____ 3. Seven (7) years for the **remodeling** of every residential dwelling unit containing **more than two (2)** family units upon which the cost of remodeling is at least \$10,000.00, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.
- _____ 4. Seven (7) years for **new residential** construction consisting of **more than two (2)** family units, as described in ORC Section 3735.67, and with such exemption being one-hundred percent (100%) for each of the seven (7) years.

This application forwarded by:

James M. Timonere, City Manager

Date

FINAL RESIDENTIAL CONSTRUCTION AGREEMENT

This FINAL RESIDENTIAL CONSTRUCTION AGREEMENT (the "Agreement") is dated May 2, 2025 by and between M & K DEVELOPERS LLC, an Ohio limited liability company, by its Managing Members Steven Kaufman or David Muraco, 1077 Evening Star Drive Roaming Shores, Ohio 44085, its assigns and successors in interest (hereinafter "Seller"), and **Mitch Malasky and Amanda Wood, 2236 East 44th, Ohio 44004**, their heirs, executors, assigns and successors in interest (hereinafter "Buyer")

Whereas, the Seller agrees to construct, and Buyer agrees to purchase, a custom-built home consisting of approximately 3372 square feet of heated living space, with 875 square foot of garage space, 96 square foot front porch in the Mareddy Estates Subdivision; said agreement includes the cost of construction of the home on the Buyers property located at 2602 Brooke Ln. (S/L 2), Ashtabula, Ohio 44004, for the purchase price of **\$565,500.00** based on the *Standard Features Construction Detail* identified in *Addendum "A"*.

Whereas, the Buyer has reviewed and approved the Standard Features Construction Detail and has further approved the final Building Floor Plans.

Whereas, the Buyer acknowledges and agrees that construction change orders, and landscaping shall not be included in the construction agreement.

Whereas the Buyer further acknowledges and agrees that upon closing, the Buyer shall have paid all amounts to Seller. Seller agrees that the property shall be free and clear of all liens and encumbrances, except those placed upon the land by Buyer.

Whereas, the Buyer has provided documentation for financing this construction contract satisfactory to the Seller.

Whereas the Seller shall obtain all necessary permits for the completion of this agreement.

In consideration of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which Buyer and Seller hereby acknowledge, the parties agree as follows:

1. Purchase Price

a) Seller agrees to construct a home for the price of **\$565,500.00** pursuant to this agreement and the Standard Features Construction Detail attached thereto as exhibit 1(A), the Building Floor Plans and the Site Plan shall be provided to Buyer as exhibit (2) and the Change Order Form attached as exhibit 4 incorporated herein:

Home shall be constructed on the land owned by Buyer, described as: **Sublot #2, 2602 Brooke Ln. Ashtabula, Ohio 44004**. in the Mareddy Estates Subdivision.

b) Sellers' Scope of Work:

- 1) To properly grade the property to allow proper drainage
- 2) To set pins in the property marking its boundaries
- 3) To obtain all necessary permits required to build on the property, including but not limited to zoning, subdivision, building, occupancy, etc. and to provide all maps, plans and other documents necessary to obtain such permits.
- 4) To construct a home designed by the Buyer using the Standard Features Construction detail, and Building Plans subject to the terms and conditions of this paragraph (1)
- 5) To provide water, electrical and sanitation services for construction purposes until the property is completed and occupancy is approved by the Ashtabula County Building Department.
- 6) To pay and maintain liability and property insurance up until the date of completion.
- 7) To secure an occupancy permit from the County Building Department.

c) In consideration of the Seller's promises, the Buyer agrees to pay the purchase price as set forth above with **an initial payment of \$10,000.00 upon execution of this agreement** and progress payments per construction loan draw schedule as structured by the Buyers Lender, except that all change orders shall be paid prior to work beginning on the change order and according to the Change Order Form:

d) After completion of the final walkthrough and any mutually agreed punch list items, the Buyer shall be responsible:

- 1) to provide and pay the cost for water, sewer, electricity, gas, sanitation, etc.
- 2) to procure and maintain liability and property insurance on the property
- 3) to provide and maintain all landscaping
- 4) all other duties associated with home ownership.

e) Buyer acknowledges and agrees that the home to be erected by Seller pursuant to this Agreement may not necessarily conform to any model home viewed by Buyer. Model homes, decorating, furnishings, appliances and landscaping shown in or around a model home are for display purposes only and are not included in the Purchase Price. Further, any advertising or promotional materials used or displayed by Seller are for display purposes only and are not part of this Agreement. Seller makes no representations with respect to Lot grades, Lot area, options, facades, home layouts, location of walks, driveways, personal property, fences, patios, decks, landscaping, or any other representations whatsoever otherwise expressly provided herein.

f) Seller makes no representation with respect to the home type, size, style, price range or location of other homes to be built in the Subdivision or in other subdivisions in the vicinity of the Property. Buyer acknowledges that all site plans, generalized development plans, plots or renderings which may have been exhibited showing or indicating home types, the sitting of homes on lots, grading or landscaping are projections only and are not binding upon Seller. In addition, Seller makes no representations as to the location of utility transformers and utility pedestals on the Property as the location of these facilities is determined solely by the utility companies and not Seller.

g) Attached hereto and incorporated as part of this Agreement is a Standard Features which includes all options for the Home selected by Buyer. Buyer acknowledges and agrees that the Standard Features accurately reflects all options selected by Buyer as of the date of this Agreement. Buyer may request changes to the Standard Features and such requests for changes shall be approved or rejected at the sole discretion of the Seller.

h) All requests for changes in plans, design, materials or construction shall be in writing and

processed pursuant to the Change Order Form attached hereto as exhibit 4.

i) Buyer acknowledges that Buyer has reviewed and approved all of the following: the Lot, the recorded Subdivision plat, elevation illustration, floor plans and other plans related to the construction of the Home on the Lot, together with the features described in Buyer's approved selections shown on the Standard Features (as described in Subparagraph 1(d) above), and any approved Change Orders (also as described in Subparagraph 1(d) above) (collectively, the "Plans and Specifications").

j) Buyer further acknowledges that the Plans and Specifications are the only agreed improvements to be sold with the Lot and as part of the Property under the terms of this Agreement. Buyer unconditionally agrees that this section defines Buyer's complete expectation and is Buyer's sole and exclusive basis of the bargain in regard to the improvements to be constructed by Seller on the Property. Buyer further acknowledges that there are many accepted methods of calculating the square footage of structures. In its marketing brochures and documents, Seller may use different methods of calculating the square footage of the home and makes no representations as to the actual square footage of the Home, regardless of the method utilized.

2. Construction.

a) Seller shall not be required to commence construction of the Home until the Seller has obtained all permits, the Buyer has provided proof of financing acceptable to Seller and the Seller has received from buyer all amounts due and owing

b) Seller agrees to substantially complete construction within a reasonable amount of time.

c) In the event that the Property shall be Substantially Complete on the Settlement date, Settlement shall be completed as provided in this Agreement. Substantially Completion shall be defined as the issuance by the local jurisdiction of a temporary or conditional certificate of occupancy or other document permitting residential use ("Residential Use Permit") even if items such as exterior concrete (including, but not limited to, footings needed for deck construction), driveways, rough grading, exterior painting, and other minor punch-list items may not be completed. Buyer agrees to sign and deliver any waiver or other document that may be required by the local jurisdiction in order to obtain a Residential Use Permit prior to completion of the above-listed items. The seller agrees that any such uncompleted items shall be completed as soon as practicable, weather conditions permitting. Seller further reserves the right to enter onto the Property after Settlement to complete such exterior items upon reasonable notice to Buyer.

d) Both Seller and Buyer agree to a hold-back of funds at Settlement for any uncompleted items that arrive based on weather conditions and/or supply chain challenges. Value of hold-back funds shall be based on Seller's cost to complete all punch list items and any weather-related work. All hold-back funds shall be deposited into an escrow account and released upon completion of punch list items and any weather-related work.

e) Buyer and Seller shall inspect the Property prior to Settlement ("Pre-Settlement Inspection") and shall note, on the Pre-Settlement Inspection Report provided by Seller, those items which, both parties mutually agree, require completion or corrective action pursuant to this Agreement. Seller shall undertake to complete all such items prior to Settlement; however, Settlement shall not be delayed, if such work is not completed before Settlement. To the extent any such items remain to be completed after Settlement, Seller shall have the right to enter upon the Property to complete those items that remain to be completed in the interior of the home. Buyer shall cooperate with Seller in providing access to the interior of the Home as necessary. Any and all items mutually agreed to that require completion or corrective action that are climate or resource dependent will be identified by Seller. Seller will provide buyer with an estimated completion timeline on corrective actions.

f) Buyer shall have the right to schedule a private home inspection ("Buyer Inspection") of the

Property by an independent private home inspector at Buyer's sole expense, not less than 48 hours prior to the Pre-Settlement Inspection. Buyer unconditionally agrees to indemnify, defend and hold harmless Seller from any injury to person or property occurring as the direct or proximate result of the Buyer Inspection. If Buyer elects to hire an independent private home inspector, Seller shall reasonably cooperate in scheduling a Buyer Inspection; however, the Buyer Inspection must be scheduled with no less than 48 hours advance notice to Seller. The Buyer Inspection must be coordinated with the Seller's representatives in accordance with their schedules and shall in no way interfere with construction or delay the construction schedule. Any deficiencies identified by the Buyer Inspection shall be promptly submitted to Seller in writing along with a signed report by the home inspector.

g) Seller shall provide the Buyer access to the property upon request during normal business hours with a 24-hour notice. Further, should Buyer violate this provision, Seller assumes no liability or responsibility for any injuries suffered by Buyer while on the Property or construction site, and Buyer indemnifies Seller from any and all injury, cost, loss or damage arising therefrom.

3. Seller's Changes; Purchase Price Adjustment.

a) All change orders shall be in writing and signed by the parties in accordance with the Change Order Form attached as exhibit 4. Upon notice to Buyer, Seller shall have the right to substitute similar materials of substantially equivalent quality, in Seller's sole discretion.

b) Upon notice to Buyer, Seller reserves the right to make changes in the Plans and Specifications, for the purposes of mechanical installations, building code and site requirements, and reasonable architectural design improvements subsequent to the date of this Agreement.

c) The location and ground elevation of the Home on the Lot and the necessity, if any, to revise the plan of the Home to conform to the Lot, shall be determined by Seller, in its sole discretion subject to any architectural guidelines applicable to the Subdivision. Buyer acknowledges that the siting of homes in specific locations within the Subdivision is subject to change, however any re-sittings shall conform to all applicable zoning and Subdivision boundary and set-back requirements.

d) Adjacent Land Uses. Buyer acknowledges that construction of other homes and improvements in the Subdivision and on adjacent property owned by Seller will be occurring during and possibly after completion of the Home and Settlement. Seller makes no representation as to the timing, location, or duration of such construction as part of this Agreement. Seller makes no representations as to the proposed or approved uses for land adjacent to the Property or the Subdivision. Buyer. Seller is under no obligation to provide Buyer with copies of the preliminary or final site plans, the record plat, blueprints, general plan maps or other planning documents of other Lots within the subdivision which may affect the planning and development of the surrounding area. Seller warrants that the Property is in compliance with the applicable zoning regulations in effect as of the date hereof. Buyer acknowledges that Seller has made no representation other than those contained in this Agreement as to current or proposed zoning of any land, and that no agent of Seller is authorized to do so.

e) Right to Cure. OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST

FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE. UPON RECEIPT OF SUCH NOTICE, THE CONTRACTOR HAS AN OPPORTUNITY TO INSPECT THE HOME, OFFER TO REPAIR OR PAY FOR THE DEFECTS OR DISPUTE THE CLAIM. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND THE FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

f) Termination by Buyer for Cause

If the Buyer terminates the Contract for cause, the Owner shall then only pay the Seller an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Seller to the date of termination;
- .2 Add the Seller's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 1C
- .3 Subtract the aggregate of previous payments made by the Buyer; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Seller.
- .5 *Buyer shall be responsible for the cost of all materials selected by Buyer and ordered by Seller that cannot be cancelled by Seller.*

g) Termination by the Owner for Convenience

The Buyer may, at any time, terminate the contract for the Buyers' convenience and without cause.

Upon receipt of notice from the Buyer as such termination, the Seller shall

1. Cease operations as directed by the Buyer in the notice
2. Take actions necessary, or that the Buyer may direct, for the protection and preservation of the work, and
3. Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
4. *Buyer shall be responsible for the cost of all materials selected by Buyer and ordered by Seller that cannot be cancelled by Seller.*

In case of such termination for the Buyers convenience, the Buyer shall pay the Seller for work properly executed, costs incurred by reason of the termination, including costs attributable to termination of subcontracts and any materials selected by Buyer that cannot be cancelled by Seller.

4. Completion Date

a) Completion is estimated to occur approximately 240 days after commencement of construction. The completion date is provided solely as rough guidelines and is subject to change at Seller's discretion. Seller shall determine a specific date and time when completion shall actually occur (the "Actual Completion Date") at an earlier or later date, based upon the actual construction schedule. In no event shall Seller be considered in breach of this Agreement or liable for any damages whatsoever for any difference in time between the Estimated Completion Date and the Actual Completion Date.

b) Not less than ten (10) days in advance, Seller shall provide written notice to Buyer of the Actual

Completion Date. If the Actual Completion Date is changed by Seller, then Seller shall provide subsequent written or oral notice to reschedule the Actual Completion Date no less than two (2) days prior to the rescheduled Actual Completion Date. In the event Buyer does not make full settlement upon the Actual Completion Date, Buyer shall be in default of this Agreement and Seller may exercise any remedies it may have as provided except as otherwise provided herein, Seller shall use its best efforts to deliver possession of the Property within eight (8) months of Buyer's execution of this Agreement (the "Outside Delivery Date"). This provision shall obligate Seller to construct the Home and complete construction on the Property within that eight (8) month period. Provided Buyer is not in breach, and notwithstanding any contrary terms of this Agreement, Buyer's remedies for Seller's breach of this Paragraph shall be limited to those remedies available under the laws of Ohio. For the purposes of this Paragraph, the date of execution of this Agreement shall be the latter of the date this Agreement is signed by Buyer and Seller. Performance of this Agreement by Buyer and Seller shall be deemed complete upon occupancy permit on the Property, subject only to provisions of this Agreement which by their express written terms survive the delivery of the deed of conveyance at Settlement. If Seller's performance under this Agreement is delayed or performance of this Agreement is not completed within said eight (8) month period due to Buyer's breach of any term or condition of this Agreement, Seller shall be entitled to the remedies set forth by this Agreement and Ohio law. - Buyer further acknowledges and agrees that if at any time Buyer notifies Seller of its intention not to fully perform its obligations under this Agreement or to make full Settlement in accordance with the terms hereof, such notice shall automatically constitute a breach by Buyer.

c) Payment of Lender Closing Costs. **Seller shall pay \$4,915.91 of closing costs.** Buyers shall pay all other Closing Costs associated with Closing and Settlement of Buyers Lender, if applicable. For purposes of this Agreement, "Closing Costs" are defined as all costs associated with the Buyers Lenders Loan Settlement including, but not limited to, escrow and prorated items such as tax proration and tax escrows, prepaid property insurance premiums, mortgage insurance premiums, mortgage discount points or prepaid interest, title examination, survey and lender fees, state and local transfer taxes, title insurance costs and policy premiums, costs of document preparation, attorneys' fees, escrow or settlement fees, wire transfer fees, recording fees, notary fees and messenger fees. Buyer and Seller acknowledge that this agreement is not subject to any real estate commissions.

d) General real estate taxes and special assessments are the sole responsibility of the Buyer.

e) Buyer shall have all utility services to the property transferred into Buyer's name, such transfer to be effective no later than the Actual Completion Date.

f) Seller shall complete construction free and clear of all liens and encumbrances related to the Sellers construction of the home, excluding such liens or encumbrances against the Buyer arising from the Buyer's actions or omissions.

g) Prior to completion the Buyer shall have paid all balances, including outstanding change orders, payable to the Seller.

5) Title.

a) As the property is owned by the Buyer the Seller makes no warranty of title. Seller shall be expressly released from all liability or damages by reason of any defect in or failure of title.

b) The construction of the home by the Seller is subject to implied and express easements, created or to be created for the installation, repair or maintenance of utilities, stormwater management or drainage facilities. Buyer grants Seller, or its designees, the right to enter upon the Lot and permission to perform all site work Seller may be required to perform by local governmental authorities, for no additional consideration (monetary or otherwise).

6) Default-Buyer. If Buyer shall fail to make full and timely payments hereunder or shall

otherwise be in breach or default of any provision under this Agreement, Buyer acknowledges, understands and agrees that the damages that will or may be suffered by the Seller as a result of such breach or default are uncertain and not reasonably calculable with mathematical certainty. Accordingly, Seller reserves the right to retain all payments, and any amounts paid under this Agreement as liquidated damages and not as a penalty, in which event Buyer and Seller shall be relieved from further liability hereunder. In the alternative, Seller may retain all payments under this agreement for the payment of damages for such default and pursue such legal and/or equitable remedies which Seller may have on account of Buyer's breach or default, including, but not limited to, specific performance. The parties constituting Buyer shall be jointly and severally liable hereunder. In the event that Buyer breaches or defaults under this Agreement, Buyer shall be responsible for all attorneys' fees incurred by Seller in enforcing this Agreement.

7) Default-Seller. Default by Seller shall be deemed to have occurred (provided Buyer is not in default) upon Seller's failure to (1) complete construction as required so to do hereunder; or (2) perform the obligations required by this Agreement to be performed by Seller hereunder prior to completion.

Claims and Disputes. BUYER AND SELLER COVENANT AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED IN WHOLE OR IN PART ON FACTS OCCURRING BEFORE COMPLETION, WHETHER KNOWN OR UNKNOWN, AND THAT ARISE OUT OF OR RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, SETTLEMENT HEREUNDER, THE AGREED IMPROVEMENTS TO THE PROPERTY (WHETHER AS-BUILT OR AS-PROMISED) AND/OR THE HEREIN DESCRIBED REAL ESTATE, REGARDLESS OF LEGAL THEORY AND REGARDLESS OF THE NAMED RESPONDENT(S)/DEFENDANT(S) ("CLAIMS"), SHALL BE GOVERNED BY A ONE (1) YEAR STATUTE OF LIMITATIONS PERIOD AND BAR DATE RUNNING FROM THE DATE THE CLAIM OR CAUSE OF ACTION ACCRUES (IF AT ALL). CONSISTENT WITH THE FOREGOING, ALL SUCH CLAIMS BASED ON MATTERS OCCURRING BEFORE THE SETTLEMENT DATE SHALL BE DEEMED TO HAVE ARISEN AND ACCRUED, IF AT ALL, AND THE AFORESAID ONE YEAR LIMITATION PERIOD FOR ALL SUCH CLAIMS SHALL BEGIN TO RUN NOT LATER THAN THE SETTLEMENT DATE. WITH THE SOLE EXCEPTION OF COUNTERCLAIMS, ANY SUCH CLAIMS INITIATED IN ANY FORUM AGAINST ANY PARTY TO THIS AGREEMENT AND/OR THEIR JOINT AND SEVERAL SUCCESSORS, MEMBERS, AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS AND/OR SUPPLIERS BY ANY OTHER PARTY TO THIS AGREEMENT AND/OR THEIR SUCCESSORS, SUBROGEEES AND ASSIGNS SHALL BE DEEMED AUTOMATICALLY BARRED AND PRECLUDED AS A MATTER OF LAW AND CONTRACT IF NOT FILED OR INITIATED WITHIN THAT AGREED ONE (1) YEAR LIMITATION PERIOD FOLLOWING SETTLEMENT AND BEFORE SAID BAR DATE. ALL APPLICATION OF THE SO-CALLED "DISCOVERY RULE" IS MUTUALLY WAIVED BY THE PARTIES. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES BUYER'S UNDERSTANDING AND AGREEMENT TO THESE TERMS AND THAT THE SAID ONE (1) YEAR LIMITATION PERIOD IS COMPLETELY REASONABLE IN ALL RESPECTS.

NOTWITHSTANDING THE FOREGOING, THESE BAR DATE TERMS SHALL NOT APPLY TO CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION BY SELLER AGAINST BUYER AND/OR ANY OTHER PERSON. THESE RIGHTS MAY ONLY BE ENFORCED BY BUYER AND SELLER AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS IN ANY OTHER PERSON OR ENTITY.

MOREOVER, THE PARTIES AGREE TO MEDIATE AND THEN ARBITRATE ANY DISPUTES OR

CLAIMS ARISING BETWEEN THEM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE AMERICAN ARBITRATION ASSOCIATION AND FURTHER AGREE TO THE JURISDICTION OF THE CLEVELAND, OHIO OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION.

8) No Contingencies. Unless otherwise provided in the Addendum attached to this Agreement, performance of this Agreement in no way is contingent upon the sale, rental, settlement or other disposition of any other property owned by Buyer.

9) Energy Efficiency and Possible Biological Impurities.

Modern homes, including the Property, are built tightly to slow the escape of warm air in the winter and the escape of cool air in the summer. These tight construction techniques also help reduce the entrance into the home of certain naturally occurring, organic, often airborne, and often invisible contaminants such as (without limitation) animal dander, dust, dust mites, fungi, all forms of mold, bacteria and pollen (collectively, "Biological Impurities"). However, Biological Impurities brought into the home (through the natural circulation of air, generated by or carried into the home by or upon people, animals or things, including building materials) can become trapped and actively grow in the tightly constructed home unless they are affirmatively removed. Moisture, either from leaks or from exposure to the elements during the construction process or after occupancy by the Buyer, can lead to an addition in those Biological Impurities in the Home. For instance, as an example of the foregoing and without limitation, moisture from leaks into the interior of the structure and the resulting wood rot (to the extent such leaks and wood rot would not be covered by Seller's Limited Warranty), either alone or in combination with certain variables such as the temperature and the type of cellulose wood products, can cause the development of mold and other Biological Impurities to develop.

Within a home, Biological Impurities can cause allergies or other more serious health effects for the occupants. According to some experts, Biological Impurities cannot be completely eliminated or excluded from residential construction such as the Property. Notwithstanding the immediately preceding sentence, it is Buyer's sole responsibility after Settlement to implement periodic, careful inspections and maintenance procedures in an effort to minimize the existence and effect of Biological Impurities within the Property. The Seller does not claim any expertise regarding the identification, remediation or possible health consequences of Biological Impurities; if Buyer would like more information, Buyer should contact the USEPA, state or local health department authorities.

Seller has not made, created or invited (nor does it intend to make, create or invite) any warranty or any other expectancy, either express or implied, with respect to any Biological Impurities. Buyer agrees for themselves and their heirs, successors and assigns, that Seller, its subcontractors and suppliers, shall not be liable for any damages (whether direct or consequential) or for any injury (including, but not limited to, any personal injury) to Buyer, regardless of legal theory (including, but not limited to, Seller's negligence) arising out of or relating to any real or alleged Biological Impurities located in or at the Property. Accordingly, Buyer releases Seller, its subcontractors and suppliers, and any and all other persons and entities of and from any and all present and future claims, damages and causes of action, regardless of legal theory, that arise out of or in any way relate to the real or alleged presence of Biological Impurities in or at the Property (collectively, "Biological Impurities Claims"). To the maximum extent permitted by law, Buyer hereby waives (and is estopped from asserting) all claims to the contrary. Buyer further acknowledges that nothing to the contrary has been promised by Seller or otherwise made any part of the basis of the bargain between the parties in regard to this transaction and, upon request, Buyer shall sign a separate confirmatory addendum and reaffirmation at Settlement to further memorialize that this Paragraph accurately states and shall remain the mutual agreement and intent of the parties. Buyer hereby expressly covenants and agrees to pay to and indemnify Seller and its subcontractors and suppliers, for any and all damages and/or costs (including, without limitation, attorney's fees and court costs)

incurred by Seller and/or its subcontractors and/or its suppliers as a result of any Biological Impurities Claims made, or attempted to be made, by Buyer. In addition, the deed to the Property to be delivered by Seller to Buyer at Settlement may contain a covenant running with the land and binding upon the Property which sets forth the waiver, release and indemnification provisions contained herein. Buyer agrees to take title to the Property subject to this covenant which shall be binding upon Buyer. This provision shall survive Settlement and shall not merge with or into the deed.

10) Oral Statements or Promises. Unless oral statements or promises are written into this Agreement, they are not enforceable under law. By including the terms below, Buyer and Seller are making them part of this Agreement and agree to abide by these terms. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made by the Seller, the Seller's agent or the Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement:

11) Landscaping And Storm Water Management. Buyer shall be responsible, at Buyer's sole cost and expense, for fully landscaping the Lot. Buyer acknowledges that Seller makes no representations or warranties about permits (including OEPA permits) which may be required for future improvements or changes to the Property.

12) Subordination. Buyer and Seller agree that its rights under this Agreement are and shall be subordinate to those of Buyer's construction lender for this Property.

13) Successors and Assigns. This Agreement shall be binding on the parties and their heirs, successors, legal representatives and permitted assigns. The Buyer shall not assign any interest in this Agreement or the premises to a third party prior to completion without the prior written consent of the Seller.

14) Picture Release. Buyers hereby give Seller, its successors and assigns, full permission to use, publish, and copyright photographic prints and any other reproductions of the Property, or any part thereof, for advertising, publicity, and for any and all bona fide commercial purposes whatsoever.

15) Miscellaneous. All notices and communications under this Agreement shall be in writing and mailed to the addresses shown on page 1 of this Agreement and , except as otherwise provided herein, and shall be deemed duly given on the date such notice is (i) mailed by U.S. postal service regular mail or certified mail, first class postage prepaid, (ii) delivered by an overnight courier by next day delivery, (iii) sent by facsimile or electronic mail with transmission verification, or (iv) delivered by personal delivery, if to Seller to the applicable Managing Partner's office, and if to Buyer to his address given above. The parties shall notify each other of any change of address. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender. This Agreement, its formation and enforceability shall be governed by the laws of the State of Ohio without regard for conflicts of law principles. The parties agree that all claims or disputes shall be resolved in the Courts of Ashtabula County.

16) Entire Agreement. This Agreement and its attached exhibits as set are incorporated by

reference and constitute the entire and final Agreement. No other prior or contemporaneous agreements, representations, promises or terms (written or oral) are part of this Agreement, but are superseded by this written Agreement. No additions or changes to this Agreement shall be valid or binding unless signed by an authorized officer of Seller and Buyer.

17) Merger. The parties hereby agree that the mutual intent of the undersigned Buyer and Seller is that (except as specifically provided in this Agreement) all of Buyer's rights and remedies under the Agreement shall merge with (and shall be completely extinguished and superseded by) the deed delivered to Buyer at completion.

THIS IS A LEGALLY BINDING CONTRACT AND BUYER ACKNOWLEDGES THAT:

- 1) EACH HAS HAD AMPLE OPPORTUNITY TO READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT
- 2) EACH HAS HAD AMPLE OPPORTUNITY TO SEEK THE COUNSEL AND ADVICE OF AN ATTORNEY OF THEIR CHOICE
- 3) EACH HAS VOLUNTARILY AND WITHOUT COERCION OR PRESSURE TO READ THIS AGREEMENT, UNDERSTAND ITS TERMS AND KNOWING SIGNED THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT THIS AGREEMENT, AS SIGNED BY BUYER ALONE, CONSTITUTES AN OFFER TO PURCHASE AND THAT THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL EXECUTED BY A MEMBER OF SELLER.

Dated this 2nd day of May, 2025

M&K Developers, LLC Seller
By: David Muraco, Managing Member
1077 Evening Star Dr.
Roaming Shores, Oh. 44085
440-413-1869

Date: _____

Amanda Wood
2236 East 44th St., Ashtabula, Ohio 44004
440-813-2856

Date: _____

Mitch Malasky
2236 East 44th St., Ashtabula, Ohio 44004
440-813-3606

Date: _____

EXHIBIT 4
CHANGE ORDER ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM TO PURCHASE AGREEMENT (the "Addendum") is made as of December 6, 2025, is by and between M & K DEVELOPERS LLC, an Ohio limited liability company ("Seller"), and _____ (individually/collectively referred to as "Buyer").

The Buyer requests the following changes/additions:

Hauled in dirt charge to bring lot to proper elevation (Copy Attached)	\$4,625.00
Dimmer Switches (Great Room,/Living Room, Kitchen, Golf Room, Master Bedroom, Master Bathroom)	\$ 150.00
Countertop Upgrade	\$1,328.07
Floor Mount Soaking Tub Faucet	\$

BUYER: Mitch Malasky

Signature: _____

BUYER: Amanda Wood

Signature: _____

SELLER: M & K DEVELOPERS LLC, an Ohio limited liability company

By: _____ David Muraco, Managing Partner

