THE VILLAGE of SHEFFIELD
Bob Markovich, Mayor

Members Of Council:
Council Pro Tempore: Robert Yarber Jr.
Matthew Bliss, Mitchell Carr, Cynthia Conrad, John D. Hunter, Scott Pederson
WE KINDLY ASK THAT ALL CELL PHONES BE SILENCED WHILE THIS MEETING IS IN SESSION

A G E N D A
Sheffield Village Council Meeting
Monday, February 23, 2026 at 7PM

COUNCIL
Scott Pederson, Robert Yarber, Matthew Bliss
Mitchell Carr, Cynthia Conrad, John D. Hunter

OPEN AT 7PM

ROLL CALL

MOMENT OF SILENCE / PRAYER

PLEDGE TO THE FLAG

MINUTES
Council 02.09.26

ADMINISTRATIVE

CORRESPONDENCE

REPORT OF STANDING COMMITTEES:

Buildings & Land	John D. Hunter
Finance & Insurance	Robert Yarber Jr.
Parks & Recreation	Scott Pederson
Safety	Matthew Bliss
Utilities, Streets & Drains	Cynthia Conrad

LEGISLATION

ORDINANCE NO. 2990: AN ORDINANCE AMENDING TABLE 1107-3 AND ESTABLISHING SECTION 1107.06(w) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING DATA WAREHOUSES

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25 to 03.09.26

ORDINANCE NO. 2992: AN ORDINANCE AMENDING TABLE 1107-3 AND SECTION 1107.06(r)(1) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING SHORT-TERM RENTALS

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25
Tabled 11.24.25
Tabled **01.26.26 to 03.09.26**

ORDINANCE NO. 3005: AN ORDINANCE ESTABLISHING CHAPTER 1355 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD CREATING A VACANT BUILDING ENFORCEMENT PROGRAM

1st Reading 01.26.26
2nd Reading 02.09.26
3rd Reading 02.23.26

ORDINANCE NO. 3007: AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE VILLAGE TO BE A PUBLIC PURPOSE AND EXEMPT FROM AXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AUTHORIZING SCHOOL COMPENSATION PAYMENTS AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3008: AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 ENERGIZED COMMUNITY GRANT(S) FUNDS AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3009: AN ORDINANCE EMPLOYING ATTORNEY DAVID M. GRAVES TO FILL THE POSITION OF SOLICITOR FOR THE VILLAGE OF SHEFFIELD FOR THE PERIOD APRIL 1, 2026 THROUGH MARCH 31, 2027 PRESCRIBING THE RATE OF COMPENSATION; PROVIDING THAT SUCH SERVICES SHALL BE RENDERED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, VILLAGE OF SHEFFIELD, AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3010: AN ORDINANCE AUTHORIZING THE MAYOR TO APPOINT ATTORNEY WAYNE NICOL AS THE PROSECUTING ATTORNEY FOR THE VILLAGE OF SHEFFIELD, AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3011: AN ORDINANCE EMPLOYING ATTORNEY KREIG BRUSNAHAN AS MAGISTRATE OF THE SHEFFIELD VILLAGE MAYOR'S COURT, AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3012: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WATER SERVICE AGREEMENT WITH THE CITY OF ELYRIA AND DECLARING AN EMERGENCY

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

MISCELLANEOUS BUSINESS

Fiscal Officer's Report
Mayor's Report
Comments – limited to 3 minutes

ADJOURN

Upcoming:
Mon March 9 Council 7pm
Fri March 13 Court 9am
Save the Date: Sunday March 29 Pancake Breakfast & Easter Egg hunt 8am -1pm Sheffield Village Fire Department

MINUTES
Sheffield Village Council Meeting
Monday, February 9, 2026 at 7PM

Mayor called the meeting to order at 7:07 pm

ROLL CALL
John D. Hunter, Scott Pederson, Robert Yarber, Matthew Bliss, Mitchell Carr, Cynthia Conrad

MOMENT OF SILENCE / PRAYER/PLEDGE TO THE FLAG

MINUTES
Cynthia Conrad moved to approve the minutes from the Regular Council meeting on 01.26.26.
Mitchell Carr seconded the motion
Motion carried 6-0

ADMINISTRATIVE

Motion to approve the hiring of Christopher Salveter as part-time police officer for the Sheffield Village police department as of 02.09.2026 was made by John Hunter
Mitchell Carr seconded the motion
Motion carried 6-0
Motion to approve the hiring of Brandon Bratovich as part-time police officer for the Sheffield Village police department as of 02.09.2026 was made by Cynthia Conrad
Scott Pederson seconded the motion
Motion carried 6-0
Motion to approve the hiring of Julianna Fritsch as a full-time dispatcher for the Sheffield Village police department as of 02.09.2026 was made by John Hunter
Cynthia Conrad seconded the motion
Motion carried 6-0

CORRESPONDENCE - none

REPORT OF STANDING COMMITTEES:

Buildings & Land John D. Hunter Thanked council for attending committee of the whole meeting to discuss Ordinances 3004 and 2995. Village Administrator signed contract with Bramhall engineering and has a plan to move forward. Will track progress to make sure the service complex is built. Looking forward to moving ahead.
Finance & Insurance Robert Yarber Jr. no report but next finance meeting is on February 23, 2026 at 6:30 pm
Parks & Recreation Scott Pederson the new survey for parks and recreation is out. It is a short survey so should be very quick to complete. Will be in next water bill, on table new door, QR code, Facebook and website. Hoping to get a good response to give the committee a good place to start.
Safety Matthew Bliss No Report

John Hunter stated he spoke with Chief Gilles and the number of mutual aid calls has gone up dramatically. Staffing is At full levels. Fortunately they have not had any slip and falls this winter on rescue calls

Utilities, Streets & Drains Cynthia Conrad No report but wanted to thank service department on plowing. Resident on Day Drive called and this is one of the oldest streets in the village and very narrow. Plowing was done efficiently for those living there.

LEGISLATION

ORDINANCE NO. 2990: AN ORDINANCE AMENDING TABLE 1107-3 AND ESTABLISHING SECTION 1107.06(w) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING DATA WAREHOUSES

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25 to 03.09.26

ORDINANCE NO. 2992: AN ORDINANCE AMENDING TABLE 1107-3 AND SECTION 1107.06(r)(1) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING SHORT-TERM RENTALS

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25
Tabled 11.24.25
Tabled **01.26.26 to 03.09.26**

ORDINANCE NO. 2995: AN ORDINANCE BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD AMENDING THE ZONING CLASSIFICATION OF PORTIONS OF LORAIN COUNTY PERMANENT PARCEL NUMBERS 03-00-008-000-004, 03-00-008-000-010, 03-00-008-000-011, 03-00-008-000-022, AND 03-00-008-000-023 FROM AN R ZONING DISTRICT TO AN M-1 ZONING DISTRICT AND PARCEL NUMBER 03-00-008-000-004 AND 03-00-008-000-011 FROM AN R ZONING TO A C-3 ZONING DISTRICT

1st Reading 10.27.25
2nd Reading 11.10.25
Tabled 11.24.25
Tabled 12.08.25
3rd Reading 02.09.26

Scott Pederson moved to table the ordinance until the next meeting to have further discussions and solidify some of the remaining concerns about the Developer's agreement. He was not part of all the discussions and meetings last year, so we could do more to safeguard the village.
Cyntha Conrad seconded the motion
Motion was defeated 5-1
John Hunter moved to deny the request for rezoning
Mitchell Carr seconded the motion
Motion carried 6-0

ORDINANCE NO. 3004: AN ORDINANCE ADOPTING A POLICY FOR THE VILLAGE OF SHEFFIELD TO PERMIT USE OF VILLAGE-OWNED VEHICLES AND THE DECLARING OF AN EMERGENCY

1st Reading 01.12.26
2nd Reading 01.26.26
3rd Reading 02.09.26

Motion to amend the ordinance to include leased vehicles made by Mitchell Carr
John Hunter seconded the motion
Motion carried 6-0
John Hunter moved to approve the ordinance as amended
Scott Pederson seconded the motion
Motion carried 6-0

ORDINANCE NO. 3005: AN ORDINANCE ESTABLISHING CHAPTER 1355 OF THE CODIFIED ORDINANCES OF THE

VILLAGE OF SHEFFIELD CREATING A VACANT BUILDING ENFORCEMENT PROGRAM 1st Reading 01.26.26
2nd Reading 02.09.26
3rd Reading _____

MISCELLANEOUS BUSINESS

Fiscal Officer's Report No report

Mayor's Report Currently in negotiations with the IAFF. Police and dispatch are moving from OPBA to FOP, so we have to wait until the end of March to begin discussions with them. Continuing progress with the service complex. Several departments and myself are getting AI training. Using Remarkable tablets. Chatgpt is the best available. Encouraging those to use it and grow. Department heads have indicated an increase in productivity by 35%. This is more efficient, effective and productive. LCCC trainer will come to the village to train us. Transformation Thursday is now doing a leadership program. Masterminds. Video and then roundtable discussion. How to be a R.E.A.L. success. Anyone can participate. Thursday at 5:30-7:00 pm Dru Sexton will make presentation about survey.

Village Administrator No report

Fire Chief No report

Police Chief No report, thank you for supporting new hires

Comments – limited to 3 minutes

Summer Stockdale: 5507 Schueller Blvd. Thank you. Expressing gratitude for standing with the residents. You answered many questions and showed willingness to understand the impact of decision. Deeply grateful

Ed Zovack: Thanks to council for denying the rezoning request. What about data warehouses? Use a lot of electricity and water. Can someone explain more about them?

Mayor: we are going to have a committee of the whole meeting with experts in the field to attend and provide facts and answer questions.

Ed Zovack: Village has website and facebook page. A lot of things are not on the website.

Mayor: Website is under construction.

Ed Zovack: What is going on with the expansion? Moving from electric to hybrid. When are they going to begin hiring for production?

Mayor: they are not stopping electric, but moving to hybrid electric. They have never done this type of vehicle and they have to re-engineer the facility. Will have a battery and an engine. Ford has stopped bringing in equipment and their goal is to begin production in 2029.

Ed Zovack: you will have to account for this in the budget

Mayor: We are focused on economic development now. Income tax is generated by those working in the village. If you work outside the village, you don't pay income tax unless the tax rate of the city working in is less than 2%.

John Hunter: very involved at Ford. President of UAW Retirees local 2000. Have met with local and international members. President of the nation union is coming to tour the plant next week. April, 2028 is when they are supposed to start, but may seek approvals to delay the production start. Ohio Assembly plant is not working again due to a shortage of parts. It is a long process of what will happen there. Love to have 2,200 jobs here in the village. It will bring lots of dollars eventually.

Robert Yarber moved to adjourn the meeting
Scott Pederson seconded the motion
Motion carried 6-0
Meeting was adjourned at 7:37 pm

_____
Approved

_____ _____
Karen Shawver, Fiscal Officer Robert Markovich, Mayor

Tabled 11.10.25 until 03.09.26

ORDINANCE NO. 2990

AN ORDINANCE AMENDING TABLE 1107-3 AND ESTABLISHING SECTION 1107.06(w) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING DATA WAREHOUSES

WHEREAS, Table 1107-3 contained within Section 1107.05 of the Codified Ordinances of the Village of Sheffield sets forth permitted uses withing the various zoning districts of the Village; and

WHEREAS, Table 1107-3 does not address Data Warehouses; and

WHEREAS, it is in the best interest of the Village to amend Table 1107-3 and to establish section 1107.06(w) so that Data Warehouses are permitted with standards in an Industrial District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: Table 1107-3 contained within Section 1107.05 of the Codified Ordinances of the Village of Sheffield is hereby amended to reflect that Data Warehouses shall be permitted with standards (PS) in an Industrial District.

Section 2: Section 1107.06(w) is hereby established as follows:

(w) Data Warehouse.
A Data Warehouse shall only be permitted in an established Industrial Park.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25
3rd Reading 03.09.26

TABLED UNTIL 03.09.26
ORDINANCE NO. 2992

AN ORDINANCE AMENDING TABLE 1107-3 AND SECTION 1107.06(r)(1) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD REGARDING SHORT-TERM RENTALS

WHEREAS, Section 1129.03 of the codified ordinances of the Village of Sheffield ("Code") defines short-term rentals as "The leasing of any residential property, either the entire dwelling unit or individual rooms, for a period of time less than 30 consecutive days to one additional family or housekeeping unit. This use includes but is not limited to homes or rooms being rented through services such as Airbnb, VRBO, HomeAway, etc.; and

WHEREAS, Table 1107-3 contained within Section 1107.05 of the Code provides that short-term rentals are permitted with standards as a principal use in M-1 and C-3 zoning districts; and

WHEREAS, Section 1107.06(r)(1) of the Code provides that short-term rentals are permitted in a dwelling unit where the resident offering the short-term rental maintains the dwelling unit as their official residence; and

WHEREAS, Section 1105.04 of the Code provides the procedure to be followed for principle uses which are allowed as Conditional Use; and

WHEREAS, it is in the best interest of the Village to amend Table 1107-3 and Section 1107.06(r)(1) to allow short-term rentals as Conditional Uses in any residential zoning district and to not require short-term rentals to be owner occupied.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: Table 1107-3 contained within Section 1107.05 of the Codified Ordinances of the Village of Sheffield is hereby amended to permit short-term rentals as an allowed principal use as Conditional Use in an R, M-1, or C-4 zoning district.

Section 2: Section 1107.06(r)(1) is hereby amended as follows:

(r) Short-Term Rentals.

~~(1) Short-term rentals are permitted in any dwelling unit where resident offering short-term rental opportunities maintains that dwelling unit as their official residence.~~

~~A. A place shall be considered the official residence of a person in which the person's habitation is fixed and to which, whenever the person is absent, the person has the intention of returning.~~

~~B. A person shall not be considered to have lost official residency if they leave the dwelling and go to another municipality, county, or state, for temporary purposes only, with the intention of returning.~~

(1) ~~(2)~~ No meals shall be provided by the short-term rental owner or managing agent.

(2) ~~(3)~~ No private events or parties shall be hosted at the short-term rental that exceeds the maximum occupancy of the dwelling unit.

(3) ~~(4)~~ No additional off-street parking shall be provided beyond what is required for the principal use.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading 09.22.25
2nd Reading 10.27.25
Tabled 11.10.25
Tabled 11.24.25
Tabled 01.26.26
3rd Reading 03.09.26



Self-Survey Fire Inspection – Short Term Rental

Dear Short Term Rental Applicant,

The Sheffield Village Department recommends you perform a safety survey prior to occupancy. These surveys help reduce fires by eliminating basic fire safety concerns, educating members of the community on potential hazards, and are intended to help you ensure a safe and livable community.

Attached to this document you will find a courtesy copy of a self-survey checklist to assist in assessing general safety and code compliance within your building. Please take a few moments to conduct the survey and begin removing hazards as needed. You may find it useful to conduct monthly, quarterly, or even bi-annual safety surveys based on your needs. This form is provided as a voluntary compliance tool to assist you in maintaining a fire safe facility.

Emergency and safety plans should be implemented to improve safety and establish a minimum expectations of your guests. You will need to:

- Develop an Emergency Plan: This is a written plan that provides specific guidance to employees, managers, and customers on how to respond to emergencies such as building evacuation, fire procedures, and response to alarms, severe weather and Medical Emergencies.
- Evacuation Plans: Fire safety and evacuation plans should be posted on the interior side of all bedrooms used for short term rental.

Numerous internet resources are available to assist you in planning and preparations such as:

The Sheffield Village Fire Department is ready to assist you with preventing and responding to emergencies associated with your business. Feel free to contact the Fire Prevention Bureau at440-949-6032 Ext. 2 with any additional questions or comments.

Self-Survey Fire Inspection – Short Term Rental

This document is provided as a courtesy to assist with identifying and eliminating routine fire safety issues, potential hazards, and to help ensure a safe and livable community. This form is intended to serve as a guide and assist with general compliance in your building and may not be all inclusive. It is your responsibility to know, understand, and comply with all appropriate rules and regulations.

A. MEANS OF EGRESS	YES	NO	N/A
1 Exit doors are easily accessible, unobstructed and open easily to the full open position			
2 Exit doors unlatch with a single operation. Door should not require special knowledge to operate			
3 Exit walkways are clear of storage or items that restrict exit width			
4 Stairwells (stairs, landing, areas under landing) are clear of storage. Continuous lighting provided in stairwell			
5 The common emergency exit path, is illuminated and is easily identifiable.			
6 Emergency Light in an event of a power loss.			
7 Operable windows or door to the exterior for each bedroom for emergency escape and rescue.			
B. FIRE PROTECTION			
1 Fire extinguishers: Size 2A:10B:C min., service tag or new tag within 1 year, mounted to wall 4”-5’ high, accessible			
2 Install a carbon monoxide (CO) alarm* in the hallway of your home near sleeping areas			
3 Smoke alarms* provided in each bedroom, hallways, and each floor.			
C. HEATING SYSTEM			
1 Heating appliance in proper working order. Free from leaks			
2 Spacing of not less than 36” is maintained between combustibles (anything that will burn) and heating systems			
D. ELECTRICAL			
1 Extension cords are only used on a temporary basis, only for portable items and never in place of permanent wiring			
2 Breaker box does not have any open slots or circuits, circuits are clearly labeled, breaker cover(s) remain closed			
3 All electrical junction box covers, outlet covers, and switch plates are secured in place			
4 Clearance is maintained around the electrical panel at all times (minimum: 30”wide x 36”deep x 78”high)			
E. GENERAL			
1 Fire Safety & Fire Evacuation plans prepared for review and posted on the bedroom door with emergency numbers			
2 Property street address identification are posted a min. 4” tall numbers or letters on the front of the building			
3 Knox box for fire department entry, if applicable: equipped with current keys			
4 Stairway, handrail, walking surface in good condition (free of rot, damage, trip hazards and maintained)			
5 Clean/Check dryer lint trap after each use and keep all vents clean and maintained			
F. REPORT			
Inspection reports for the following systems must be maintained on site and available for review:			

Owners/property managers should routinely survey building for needed repairs and all exit routes to ensure the exits and exit routes are unobstructed. Walking path should not present any hazards. * Install per manufactures instructions.

ORDINANCE NO. 3005

AN ORDINANCE ESTABLISHING CHAPTER 1355 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SHEFFIELD CREATING A VACANT BUILDING ENFORCEMENT PROGRAM

WHEREAS, structures which are left vacant for extended periods of time have been shown to breed crime, pose public safety risks, and reduce property values and the economic viability of the community in which they are found; and

WHEREAS, the Village of Sheffield has determined to establish a program for identifying and registering vacant buildings, to determine the responsibilities of owners of vacant buildings and structures, and to provide incentives for the rehabilitation and productive use of vacant buildings; and

WHEREAS, it is in the best interest of the Village to establish Chapter 1355 as part of the building code of the codified ordinances of the Village of Sheffield, creating a vacant building enforcement program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO:

Section 1: Chapter 1355 of the codified ordinances of the Village of Sheffield is hereby established as follows:

CHAPTER 1355
Vacant Building Enforcement Program

1355.01 Purpose.
1355.02 Definitions.
1355.03 Vacant building registration.
1355.04 Inspections.
1355.05 Fees.
1355.06 Exemptions.
1355.07 Appeals.
1355.99 Penalty.

1355.01 PURPOSE.

Structures which are left vacant for extended periods of time have been shown to breed crime, pose public safety risks, and reduce property values and the economic viability of the community in which they are found. The purpose of this chapter is to establish a program for identifying and registering vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; and to provide incentives for the rehabilitation and productive use of vacant buildings. Shifting the cost or burden of the existence of vacant structures from the general citizenry to the owners of the buildings is an intended result of this chapter.

1355.02 DEFINITIONS.

Unless otherwise expressly stated, the following terms shall, for the purposes of this chapter, have the meanings indicated in this section.

(a) "Secured by other than normal means." - A building secured by means other than those used in the design of the building.

(b) "Unoccupied." - A building which is not being used for occupancy authorized by the owner. The term "unoccupied" shall only be applicable to multi-unit structures when more than half (1/2) of the units and more than half (1/2) of the available space are not currently occupied by a tenant or tenants.

(c) "Unsecured." - A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

(d) "Vacant building." -A structure (excluding government-owned buildings) which is:

(1) Unoccupied and unsecured; or

(2) Unoccupied and secured by other than normal means; or

(3) Unoccupied and an unsafe building as determined by the Village Administrator or his duly designated representative; or

(4) Unoccupied and having utilities disconnected; or

(5) Unoccupied and has housing or building code violations; or

(6) Illegally occupied, other than during a pending dispute between landlord and tenant, but including loitering and vagrancy; or

(7) Unoccupied for a period of time over 90 days and having an existing code violation issued by a Village or State housing, building, health or fire official; or

(8) Unoccupied with a mortgage status of abandonment (i.e. deceased or foreclosed); or

(9) Unoccupied and abandoned by the property owner.

(e) "Evidence of vacancy." - Any condition that on its own or combined with other conditions present would lead a reasonable person to believe the property is vacant. Such conditions include, but are not limited to: significantly below standard utility usage, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, accumulation of trash, junk, and/or debris, broken or boarded up windows, abandoned vehicles, auto parts or materials, the absence of window coverings, such as curtains, blinds, and/or shutters, the absence of furnishings and/or personal items consistent with habitation or occupation, statement(s) by governmental employee(s) that the property is vacant.

1355.03 VACANT BUILDING REGISTRATION.

(a) In all areas within the corporate limits of the Village of Sheffield, an owner of a structure which meets the definition of a “vacant building" as set forth in this Chapter shall register such structure with the Office of the Village Administrator or his duly designated representative not later than 90 days after it becomes a vacant building as defined herein, or not later than 30 days of being notified by the Village Administrator or his duly designated representative of the requirement to register based on evidence of vacancy, whichever event first occurs.

(b) The registration shall be submitted on forms provided by the Office of the Village Administrator and shall include the following information supplied by the owner:

(1) The name(s) and address(es) of the owner or owners;

(2) If the owner does not reside in a location in the State of Ohio within 60 miles of

the Village of Sheffield corporate limits, a property agent, manager or caretaker residing or doing business within the State and within said 60-mile-radius shall be designated and identified by name, address and telephone number. By designating an authorized agent under the provisions of this section, the owner is consenting to the service of any and all notices required or allowed under this Chapter upon said agent;

(3) The names and addresses of all known lien holders and all other parties known or believed upon information to have a claim of an ownership interest in the building;

(4) A telephone number where a responsible party can be reached at all times during business and non-business hours; and

(5) A vacant building plan as described in division (c) of this section.

(6) Proof of insurance.

(c) The owner shall submit a vacant building plan which must meet the approval of the Village Administrator or his duly designated representative. The plan, at a minimum, must contain one of the following:

(1) If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition which includes starting within 30 days of acceptance of the proposed demolition timeline and does not exceed one year in accordance with the Ohio Building Code: or

(2) If the building is to remain vacant, a plan for ensuring the building is secured in accordance with all applicable building and fire codes along with the procedure that will be used to maintain the property, and a statement of the reasons why the building will be left vacant (e.g., building is for sale, etc.); or

(3) If the building is to be returned to appropriate occupancy or use, rehabilitation plans for the building and grounds. The rehabilitation plan shall not exceed 12 months from the time they obtain permits, unless the Village Administrator or his duly designated representative grants an extension upon receipt of a written statement from the owner detailing the reasons for the extension. Any repairs, improvements or alterations to the property must comply with any applicable zoning, housing, historic preservation, or building codes, and the property must be secured during the rehabilitation.

(d) All applicable laws and codes shall be complied with by the owner. The owner shall notify the Village Administrator or his duly designated representative of any changes in information of their vacant building registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revision(s) must be in writing and must meet the approval of the Village Administrator or his duly designated representative.

(e) The owner and subsequent owners shall keep the building secure and safe, and the building and grounds properly maintained in accordance with all applicable health codes, property maintenance codes and fire codes. A new owner(s) shall register or re-register a vacant building with the Office of the Village Administrator within 30 days of any transfer of an ownership interest in the vacant building, unless the building is to become occupied upon transfer. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Village Administrator.

(f) Failure of the owner or any subsequent owners to maintain the building and premises that result in remedial action taken by the Village shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.

(g) The provisions of this Chapter apply to all owners of record and both the vendor and vendee under any actual or alleged land contract or lease-purchase agreement, whether

recorded or unrecorded.

(h) The registration and all associated processes must be completed in its entirety annually for as long as the property remains vacant.

(i) The Village Administrator or his duly designated representative shall maintain a record of any property-specific written statements from community organizations, other interested parties, or citizens regarding the history, problems, status, or blighting influence of a vacant building. Such written statements shall become part of the permanent record pertaining to such property.

1355.04 INSPECTIONS.

The Village Administrator or his duly designated representative reserves the right to inspect any premises in the Village for the purpose of enforcing and assuring compliance with the provisions of this chapter. Upon the request of the Village Administrator or his duly designated representative, an owner shall provide access to all interior and exterior portions of a vacant building in order to permit a complete inspection of the premises. If the owner does not provide access, the Village may pursue court action seeking admission. Any civil penalties under this Section which remain unpaid for more than 10 days may be collected in an action at law by any method permitted for collection of an unpaid account. Nothing in this Section shall limit the right of the Village Administrator or his duly designated representative to seek a search warrant for the vacant building from a court of competent jurisdiction.

(a) Vacant buildings will be subject to an exterior inspection at least twice per year at the Village Administrator's discretion to ensure compliance with property maintenance codes;

(b) Vacant buildings will be subject to both an interior and an exterior inspection at the start of each registration period (new and renewal) and when a registration under this Chapter is terminated by the property owner.

(c) Vacant buildings will be subject to both an interior and an exterior inspection upon acquisition of the property by a new owner.

(d) Any inspection that is to take place within 30 days of a previous inspection may or may not be conducted at the discretion of the Village Administrator or his duly designated representative.

1355.05 FEES.

The fees described in this Section are established in order to defray the cost to the Village government and community as a whole related to the health, safety and economic impacts of structures which remain vacant for long periods of time, including but not limited to administrative costs for registering and processing the vacant building owner registration form and for the costs incurred by the Village in monitoring the vacant building site. The fees are also structured in order to provide appropriate incentives for owners of vacant buildings to care for them properly, seek to fill them, and in appropriate cases demolish them. The annually increased fee amounts are intended to absorb the costs incurred by the Village for demolition and hazard abatement of or repairs to vacant buildings, as well as the continued normal administrative costs stated above.

(a) The owner of a vacant building shall pay a fee of two hundred dollars ($200.00) for the first year the building remains vacant. For every consecutive year that the building remains vacant, an annual fee will be assessed at double the previous year's fee amount for a maximum annual fee equaling the five-year fee of three thousand two hundred

dollars ($3,200) to be used for the fifth and for all consecutive, subsequent years of vacancy.

(b) The first annual fee shall be paid at the time the building is registered. If the owner successfully restores the building to occupancy or demolishes it in accordance with applicable law during the first year following registration, the fee shall be refunded, less an administrative charge equal to 5% of the amount refunded. In each subsequent year, if the registration is renewed in timely fashion, there have been no violations associated with the property in the previous year, and re-inspection reveals no significant housing, building or fire code violations, one-half of the previous year's registration fee shall be refunded to the owner, less an administrative charge equal to 5% of the amount refunded.

(c) The fee shall be paid in full prior to the issuance of any building permits unless the property is granted an exemption.

(d) All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in the vacant building. A lien may be placed on the property to collect delinquent fees.

(e) Absent a showing of good cause, if a building is not registered within the time frame required in Section 1355.03, or the registration is not renewed within 30 days after the expiration of one year from the date of the previous registration, a penalty shall be paid in addition to the annual registration fee. The penalty shall be equal to one-half of the current annual fee or one thousand dollars ($1,000), whichever is less.

1355.06 EXEMPTIONS.

(a) A building under active construction, reconstruction or renovation and having a valid building permit(s) at the time of initial inspection shall be exempt from registration until the expiration of the longest running, currently active building permit.

(b) A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of 90 days after the date of the fire or extreme weather event if the property owner submits a request for exemption in writing to the Village Administrator or his duly designated representative. This request shall include the names and addresses of the owner or owners, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building. One extension of not more than 90 days' duration may be granted for good cause shown.

(c) A building that is for sale and listed with a licensed State of Ohio Realtor shall be exempted for a period of 12 months from the start of vacancy, provided that the owner submits proof to the Village Administrator or his duly designated representative of such listing and for sale status, and the building and premises is maintained free of any property maintenance violations. A building that has been granted an exemption pursuant to the following: Any owner of a vacant building may voluntarily register the same and request an exemption from the remaining provisions of this chapter by filing a written application with the Village Administrator or his duly designated representative, who shall timely consider same. In determining whether a request for exemption should be granted, the Village Administrator shall consider the following: the applicant's prior record as it pertains to Village Zoning Code, and/or Village Building Code violations; the amount of vacant property the applicant currently has within the Village; the length of time that the building for which the exception is sought has been vacant; the reason or reasons for the vacancy; and the difficulty or expense involved in any necessary remediation or demolition. No exemption from registration shall be granted unless the

owner or representative first completes a vacant building plan under Section 1355.03(c) and addresses any and all existing code violations. An owner who believes he or she is being denied an exemption for arbitrary or capricious reasons may file an appeal for such denial within ten days with the Board of Nuisance Appeals, which may sustain, overturn or modify the action of the Village Administrator or his duly designated representative.

1355.07 APPEALS.

Any owner who is served a notice of vacant property registration, may, within ten (10) calendar days of receipt of such notice, apply for an exemption, or appeal the decision to the Board of Zoning Appeals.

1355.99 PENALTY.

Any person violating any provision of the Vacant Building Registry shall be subject to the penalties provided by Section 1331.99 of the Codified Ordinances of the Village of Sheffield.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading 01.26.26
2nd Reading 02.09.26
3rd Reading 02.23.26

ORDINANCE NO. 3007

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE VILLAGE TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AUTHORIZING SCHOOL COMPENSATION PAYMENTS AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code ("*ORC*") 5709.40, 5709.42, and 5709.43 (collectively, the "*TIF Act*") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the Village to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the Village desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the Village to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Boards of Education of the Sheffield-Sheffield Lake City School District and Lorain County Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, IN THE COUNTY OF LORAIN, AND THE STATE OF OHIO, THAT:

Section 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each individual parcel a "Parcel").

Section 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the "*Public Infrastructure Improvements*") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the Village that directly benefit, or that once made will directly benefit, the Parcels.

Section 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on a parcel-by-parcel basis for each Parcel on the date an Improvement attributable to a new structure first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending for each Parcel on the earlier of (a) 30 years after such commencement

or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (separate 30 year exemption periods for each Parcel). The exemption granted by this Section 3 is subordinate to any exemptions granted pursuant to ORC 3735.65 et. seq. (CRA abatements) or ORC 5709.61 et. seq. (Enterprise Zone abatements).

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

Section 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Reserve at French Creek Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the Village. The Village may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the Village's General Fund, all in accordance with ORC 5709.43.

Section 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each the Sheffield-Sheffield Lake City School District and Lorain County Joint Vocational School District an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the Village, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements and any other lawful purpose.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The Village shall make any distributions to the extent not made by the County Treasurer.

Section 7. Further Authorizations. This Council hereby authorizes and directs the Fiscal Officer or other appropriate officers of the Village to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council authorizes the Mayor, the Fiscal Officer, the Solicitor, or other appropriate officers of the Village to perform all acts and execute all documents they consider necessary to implement this ordinance.

Section 8. Open Meetings. This Council finds and determines that all formal actions of this Council relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 9. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health or safety of the Village, to wit: which will result in investment in public infrastructure, and shall take effect and be in force from and after its adoption and approval.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading 02.23.26
2nd Reading _____
3rd Reading _____

Certificate of Publication

I do hereby certify that a summary of the foregoing Ordinance No. _____ was duly published [in a newspaper of general circulation in the municipal corporation] [on the official public notice web site][on the web site and social media account of the municipal corporation] once a once a week for two consecutive weeks in accordance with Section 121.01 of the Codified Ordinances.

_____
Karen A. Shawver, Fiscal Officer

DRAFT

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The area outlined in light blue on the following map specifically identify and depicts the Parcels (tax parcel number 03-00-007-102-053 as of January __, 2026) and constitutes part of this Exhibit A.

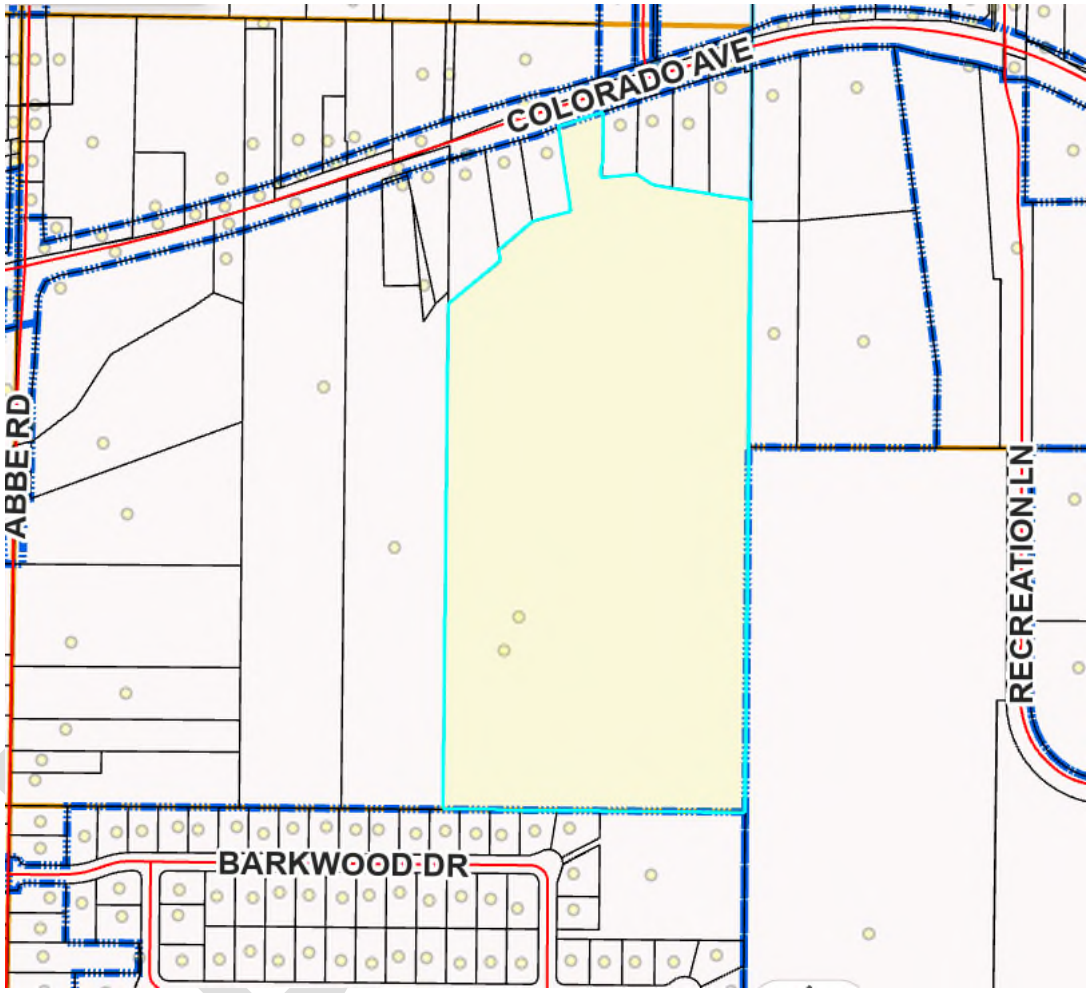


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead

utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

DRAFT

ORDINANCE NO. 3008

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 ENERGIZED COMMUNITY GRANT(S) FUNDS AND DECLARING AN EMERGENCY

WHEREAS, the Village of Sheffield, Ohio (the "Grantee") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2025 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grants(s).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: This Council of the Grantee ("the "Council") finds and determines that it is in the best interest of the Grantee to enter into the Grant Agreement to accept the NEC Grant(s) for 2026 in the amount of Thirteen Thousand Eight Hundred Ninety-Six and 00/100 Dollars ($13,896.00), and authorizes the Mayor and/or Village Administrator to execute the Grant Agreement and to accept the NEC Grant(s) funds.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Sheffield, the immediate emergency being the necessity of authorizing the Mayor and/or Village Administrator to accept 2026 NEC Grant(s) funds; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED _____

_____ Karen A. Shawver, Fiscal Officer

_____ Robert C. Markovich, Mayor

1st Reading **02.23.26**
2nd Reading _____
3rd Reading _____

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____, _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

1. **Grant of Funds**. Grantor hereby grants a NOPEC Energized 2026 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

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

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

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

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

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

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

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

10. **Termination.**

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

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

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

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

14. **Miscellaneous.**

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

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

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

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

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)

Title:_____
Name: _____
_____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

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

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

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

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

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

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[*Signature Page to Follow*.]

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

GRANTEE:	**GRANTOR:**
_____, Ohio	**NOPEC, INC.**
Individual Authorized by Grantee's Legislation to accept- see Section I:	
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

ORDINANCE NO. 3009

AN ORDINANCE EMPLOYING ATTORNEY DAVID M. GRAVES TO FILL THE POSITION OF SOLICITOR FOR THE VILLAGE OF SHEFFIELD FOR THE PERIOD APRIL 1, 2026 THROUGH MARCH 31, 2027 PRESCRIBING THE RATE OF COMPENSATION; PROVIDING THAT SUCH SERVICES SHALL BE RENDERED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, VILLAGE OF SHEFFIELD, AND DECLARING AN EMERGENCY

WHEREAS, O.R.C. Section 733.48 provides for the appointment of a Solicitor by the Village of Sheffield; and

WHEREAS, the Solicitor shall be the head of the Law Department and the Chief Legal Officer of the Village of Sheffield, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: The appointment of David M. Graves, Esq., as Solicitor of the Village of Sheffield is hereby confirmed and ratified by this Council.

Section 2: Said Solicitor, in accordance with O.R.C. Section 733.48, is hereby appointed to serve as legal counsel in connection with municipal matters.

Section 3: The term of the Solicitor shall be for twelve months, commencing April 1, 2026 through March 31, 2027 and for the performance of basic services, the Solicitor shall be paid a yearly salary of Sixty-Five Thousand Four Hundred Thirty and 75/100 Dollars ($65,430.75) in accordance with the general payroll procedures of the Finance Department of the Village of Sheffield. As used herein, basic services shall consist of attendance at meetings of Village Council and its Boards and Commissions and preparation of legal opinions and legislation. Basic services shall not include matters related to litigation, collective bargaining negotiations with employees of the Village, or any other matter so determined by the Mayor or Village Council.

Section 4: For all services, other than basic services, performed by said Solicitor at the request of the Mayor or Village Council, said Solicitor shall be paid at the rate of One Hundred Thirty Dollars ($130.00) per hour.

Section 5: The Solicitor shall be entitled to contributions by the Village of Sheffield to the Public Employees Retirement System for his yearly salary and any other benefits provided for such office by the Ordinances of the Village of Sheffield.

Section 6: That in accordance with Ohio Revised Code Sections 733.48 and 733.621, Council hereby authorizes the Mayor and the Solicitor from time to time to retain legal counsel of their choosing to assist the Solicitor with other than basic services, including but not limited to litigation, arbitration and other dispute resolution proceedings, and contract negotiations with employees of the Village or their representatives.

Section 7: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 8: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Sheffield, the immediate emergency being the continued necessity to provide the services of the Solicitor on behalf of the Village of Sheffield, Ohio. Wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading **02.23.26**
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3010

AN ORDINANCE AUTHORIZING THE MAYOR TO APPOINT ATTORNEY WAYNE NICOL AS THE PROSECUTING ATTORNEY FOR THE VILLAGE OF SHEFFIELD, AND DECLARING AN EMERGENCY

WHEREAS, the current Ordinance appointing the Village Prosecuting Attorney will expire on March 31, 2025; and

WHEREAS, the Village of Sheffield desires to continue its services to the community by providing a Prosecuting Attorney for the purposes of representing the Village in certain legal matters; and

WHEREAS, the Village wishes for Wayne Nicol, attorney-at-law, to continue to provide the aforesaid services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: The Mayor is authorized to appoint Wayne Nicol as the Village's Prosecuting Attorney, in which capacity he shall represent the Village in municipal court for the prosecution of violators of the Ordinances of the Village and/or laws of the State of Ohio and shall attempt to enforce the same, and said Prosecuting Attorney shall work with the Mayor, Council, Police Department, et al. in pursuit of these ends.

Section 2: The term of said Prosecuting Attorney appointment shall be for twelve months, commencing April 1, 2025 for the period through March 31, 2026, for an annual salary of Fifty-One Thousand Nine Hundred Sixty-Six and 35/100 Dollars ($51,966.35) plus employer contributions to the Ohio Public Employee Retirement System (OPERS) on behalf of Wayne Nicol.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Sheffield, the immediate emergency being the continued necessity to provide the services of the Prosecuting Attorney on behalf of the Village of Sheffield, Ohio. Wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED _____

_____	_____
Karen A. Shawver, Fiscal Officer	Robert C. Markovich, Mayor

1st Reading **02.23.26**
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3011

AN ORDINANCE EMPLOYING ATTORNEY KREIG BRUSNAHAN AS MAGISTRATE OF THE SHEFFIELD VILLAGE MAYOR'S COURT, AND DECLARING AN EMERGENCY

WHEREAS, Section 1905.05 of the Ohio Revised Code and Chapter 185 of the Codified Ordinances of the Village of Sheffield provide for a Mayor's Court Magistrate; and

WHEREAS, the Village wishes for Kreig Brusnahan, an attorney-at-law in good standing in the State of Ohio, to continue to provide the aforesaid services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: The Mayor is authorized to enter into a magistrate employment contract with Kreig Brusnahan, an attorney-at-law in good standing in the State of Ohio, having practiced law for at least three years, to serve as magistrate for the Mayor's Court for the Village of Sheffield, Ohio.

Section 2: The term of said magistrate contract shall be for twelve months, commencing April 1, 2026 for the period through March 31, 2027, for an annual salary of Thirty-Seven Thousand Nine Hundred Ninety-Seven and 84/100 Dollars ($37,997.84).

Section 3: Said magistrate shall preside at Mayor's Court pursuant to all laws of the State of Ohio governing Mayor's Courts, exercising magisterial authority independent of the Mayor of Sheffield Village.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Sheffield, the immediate emergency being the continued necessity to provide the services of the magistrate of Mayor's Court. Wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading **02.23.26**
2nd Reading _____
3rd Reading _____

ORDINANCE NO. 3012

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WATER SERVICE AGREEMENT WITH THE CITY OF ELYRIA AND DECLARING AN EMERGENCY

WHEREAS, the Agreement for the sale of water to the Village of Sheffield from the City of Avon Lake and Rural Lorain County Water Authority expired October 1, 2025; and

WHEREAS, the Village of Sheffield has negotiated an Agreement to purchase water from the City of Elyria in substantially the form as is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, it is in the best interest of the Village of Sheffield to enter into the proposed Water Service Agreement with the City of Elyria.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHEFFIELD, COUNTY OF LORAIN, AND STATE OF OHIO, THAT:

Section 1: This Council hereby authorizes the mayor to enter into a Water Service Agreement with the City of Elyria in substantially the form as is attached hereto and incorporated herein as Exhibit A.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Sheffield, the immediate emergency being the necessity of authorizing the Mayor to enter into an Agreement with the City of Elyria for the purchase of water; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED _____

_____ _____

Karen A. Shawver, Fiscal Officer Robert C. Markovich, Mayor

1st Reading **02.23.26**
2nd Reading _____
3rd Reading _____

WATER SERVICE AGREEMENT

This Water Service Agreement dated ____ is made and entered into as of the DAY of MONTH, 2026 by and between the City of Elyria, Ohio, an Ohio Municipal Corporation, (**ELYRIA**), and the Village of Sheffield, Ohio, an Ohio Municipal Corporation, (**SHEFFIELD**), WHEREAS, ELYRIA owns and operates its own water treatment, supply and distribution system; and

WHEREAS, SHEFFIELD owns and operates its own distribution system; and

WHEREAS, by Ordinance No. NUMBER enacted on the DAY day of MONTH, 2026 by Elyria City Council approved this Water Service Agreement for the sale of water to the SHEFFIELD in accordance with the provisions of this Agreement; and

WHEREAS, by Ordinance No. NUMBER enacted on the DAY day of MONTH, 2026 by SHEFFIELD Council, the purchase of water from ELYRIA in accordance with the provisions of this Agreement was approved.

NOW THEREFORE, ELYRIA AND SHEFFIELD, in consideration of the mutual covenants contained herein and other good and valuable consideration and intending to be legally bound hereby agree as follows:

1. ELYRIA agrees to sell water to the SHEFFIELD and the SHEFFIELD agrees to purchase water from ELYRIA under the terms and conditions provided herein. ELYRIA will provide water through the Abbe Rd. and Gulf Rd connections. The parties will work together to determine the feasibility of a third connection. This Agreement remains in full force regardless of whether or not a third connection is deemed feasible by both parties.

2. This Agreement shall be for a term of Thirty (30) years commencing January 1st, 2027 and ending December 31st, 2056. Notwithstanding the stated term, ELYRIA will attempt to begin providing water as soon as reasonably practical.

3. During the term of this Agreement and any renewals or extensions thereof, the Village of Sheffield shall purchase from ELYRIA not less than ninety (90%) of its total monthly water usage as measured by any and all water meters (master or otherwise) by which water is measured by the Village of Sheffield for water usage within the Village of Sheffield water distribution system. Provided, however, notwithstanding anything contained herein to the contrary, the total water purchased by the Village of Sheffield from ELYRIA during each year of this Contract Agreement shall not be less than Two Hundred Forty-Three Thousand Nine Hundred Eighty-Four (243,984) Hundred Cubic Feet (HCF).

4. Water shall be delivered to the point(s) of delivery, as defined hereinbelow, at a reasonably constant pressure. ELYRIA will make reasonable efforts to provide a PSI of between 60-70. Emergency failures of pressure or supply due to supply line breaks, power failure, flood, fire, water used to fight fire, earthquakes, catastrophe or emergency shall excuse ELYRIA for a reasonable time period as may be necessary to restore volume and pressure.

5. Water purchased by the SHEFFIELD shall be measured for billing purposes by two (2) new master meters, one of which will be located on Abbe Road at or about the Elyria/Sheffield Village municipal corporation line, and the other of which will be located at 4706 Detroit Road, Sheffield Village, OH, on the property which is presently owned by Sheffield Village , and any other location agreed by the parties in writing (the "point of delivery"). Master meters shall be read monthly. ELYRIA shall bill the SHEFFIELD on the 10th business day of the next month and each succeeding month thereafter for water usage for the previous billing cycle as measured by the master meters. The SHEFFIELD shall pay its monthly bill in full, fifteen (15) calendar days after the billing. A penalty of ten percent (10%) of the unpaid balance of a billing shall be paid by the SHEFFIELD to ELYRIA, if a billing is not paid by the fifteenth (15th) calendar day after the billing. If the Village of Sheffield fails to pay a bill within sixty (60) days after the date of issuance of the bill, ELYRIA may discontinue water service, upon written notice to the SHEFFIELD of not less than ten (10) calendar days.

6. ELYRIA agrees to operate and maintain at its own expense at the point of delivery all necessary metering equipment devices of standard type for properly measuring the quantity of water delivered to the SHEFFIELD and to calibrate such metering equipment at the manufacturer's recommended interval or whenever the parties reasonably believe that such may be in error. A meter registering no more than two percent (2%) above or below the actual flow shall be deemed to be accurate. If calibration should disclose an inaccuracy of over two percent (2%) in the metering device, the parties shall attempt to adjust the bills rendered during the period of inaccuracy to their mutual satisfaction. In the event the parties cannot agree, the billing will be adjusted based on the usage for the same time period in the previous year considering the number of customers on the SHEFFIELD lines for each period. Authorized representatives of the SHEFFIELD and ELYRIA shall at all times have access to the metering devices. ELYRIA'S responsibility for operation and maintenance is limited to the master meters only; any equipment but for the meter itself shall be maintained by the SHEFFIELD in compliance with the American Water Works Association Standards.

7. All billings to SHEFFIELD shall be mailed to 4480 Colorado Avenue, Sheffield Village, Ohio 44054.

8. SHEFFIELD shall pay ELYRIA for water usage at the below rates per hundred cubic feet as set forth in Exhibit A.

9. This Agreement shall be automatically renewed for successive five-year terms commencing January 1, YEAR. The Rate shall be increased by TWO percent (2 %) over the previous year's Rate. To prevent automatic renewal, ELYRIA or SHEFFIELD must provide the other with a written notice of non-renewal at least two (2) years prior to the end of the original term or each successive five-year term thereafter.

10. SHEFFIELD agrees that it shall make no bulk sales to any area outside SHEFFIELD municipal corporate limits without prior written consent from ELYRIA.

11. SHEFFIELD agrees that it shall not make any adjustments to its distribution system which would cause its annual water usage to be less than Two Hundred Forty-Three Thousand Nine Hundred Eighty-Four (243,984) Hundred Cubic Feet (HCF) annually unless the SHEFFIELD shall have given ELYRIA one (1) year's advance written notice of such changes.

12. The SHEFFIELD further agrees that it will continue to use its best efforts to purchase additional water from ELYRIA over and above the minimums provided in this Agreement.

13. At all times during the term of this Agreement, including any renewals or extensions thereof, the SHEFFIELD shall comply with applicable rules and regulations of the Ohio Environmental Protection Agency for Backflow Prevention. In the event the SHEFFIELD fails to be in compliance with the Ohio Environmental Protection Agency's Rules and Regulations for Backflow Prevention Program, ELYRIA may require the Village of Sheffield to install, at the Village of Sheffield's expense, such backflow prevention device(s) as may be necessary to comply with applicable Ohio Environmental Protection Agency Rules and Regulations for Backflow Prevention.

14. Elyria will perform SHEFFIELD's monthly bacteriological tests, and submit a report detailing the results thereof to the SHEFFIELD and the Ohio Environmental Protection Agency ("OEPA") monthly. The Village of Sheffield shall collect the samples necessary for such bacteriological testing and bring to the ELYRIA's lab on predetermined days. The cost of such tests shall be fifteen dollars ($15.00) per test and the cost shall remain the same for two (2) years. Thereafter, the cost thereof may be increase annually by ELYRIA to account for increases in the cost of chemicals, materials, etc., necessary for testing. ELYRIA shall notify the Village of Sheffield of any adjusting testing costs not less than one (1) month prior to the year for which such adjustment shall be effective.

15. Any notice by either party to the other shall be in writing and may be personally delivered or delivered by certified U.S. Mail.

Notices to ELYRIA shall be addressed to the Elyria Safety Service Director, 131 Court Street, Elyria, Ohio 44035. Notices to the Village of Sheffield shall be addressed to Village Administrator at 4480 Colorado Ave. Sheffield Village, Ohio 44054.

Either party may in writing change the address and the person to receive such notification by providing the other party written notice as provided herein. Notices personally delivered shall be deemed communicated upon delivery. Notices forwarded by certified U.S. Mail shall be deemed communicated upon proof of receipt.

16. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. The Parties agree that any actions regarding this Agreement or the work performed hereunder shall be brought in the Court of Common Pleas of Lorain County, Ohio. Each Party consents to the exclusive jurisdiction of the Court of Common Pleas of Lorain County, Ohio, and hereby agrees not to challenge this Governing Law provision, and further agrees not to attempt to remove any legal action outside of Lorain County for any reason.

17. No changes, modifications, extensions or supplements to this Agreement shall be valid or enforceable unless in writing and duly executed on behalf of ELYRIA and the SHEFFIELD.

18. If any term or provision of this Agreement shall become or be declared by a court of law to be invalid or unenforceable, the remainder of this Agreement and the application of the remainder of this Agreement shall not be affected thereby, that each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. This Agreement and all the attachments hereto constitute the entire Agreement between ELYRIA and the SHEFFIELD with respect to water service as stated herein.

20. ELYRIA and the SHEFFIELD agree that no representations or warranties shall be binding upon either party unless expressly in writing.

21. SHEFFIELD shall not assign or transfer its interest or any part thereof in this Agreement without the written consent of the ELYRIA.

22. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, governmental demands or requirements, or any other cause beyond the Parties' reasonable control.

23. SHEFFIELD shall permit ELYRIA access to install and maintain a meter vault on SHEFFIELD property located at 4706 Detroit Road, Sheffield Village, OH. SHEFFIELD will permit access to the meter vault in perpetuity including after the expiration of this Agreement. SHEFFIELD will be responsible for setting, maintaining, and operating the pressure reducer necessary at said property as well as any expenses associated with the pressure reducer.

24. The Parties agree to cooperate in good faith to accomplish the purposes of this Agreement.

25. SHEFFIELD will provide an easement permitting ELYRIA access to the Gulf Rd. meter vault. (See Exhibit B for map). If said easement is not completed within a reasonable time after the execution of this Agreement, this Agreement is null and void.

27. SHEFFIELD will retain the addresses listed in Exhibit C as customers. SHEFFIELD shall provide readings from the meters at the ten addresses, or shall provide access to read said meters, by the 5th of each month in order to allow ELYRIA to bill said addresses.

IN WITNESS WHEREOF, this Agreement has been signed in duplicate by the Village of Sheffield on the _____ day of _____, 2025 and by Elyria on the __ of ____ _____, 2025.

IN THE PRESENCE OF:

_____

VILLAGE OF SHEFFIELD, OHIO:

By: _____
Date

IN THE PRESENCE OF:

_____

CITY OF ELYRIA, OHIO:

By: _____
Date

APPROVED AS TO FORM:

_____
Village of Sheffield Law Director Date:

_____
Amanda Deery Date:
Elyria Law Director

Exhibit A

Village of Sheffield Rate

Effective January 1st of each year

Year	Rate
2027	1.7900
2028	1.7900
2029	1.7900
2030	1.7900
2031	1.7900
2032	1.8258
2033	1.8623
2034	1.8996
2035	1.9376
2036	1.9763
2037	2.0158
2038	2.0561
2039	2.0973
2040	2.1392
2041	2.1820
2042	2.2256
2043	2.2702
2044	2.3156
2045	2.3619
2046	2.4091
2047	2.4573
2048	2.5064
2049	2.5566
2050	2.6077
2051	2.6598
2052	2.7130
2053	2.7673
2054	2.8226
2055	2.8791
2056	2.9367

Exhibit B

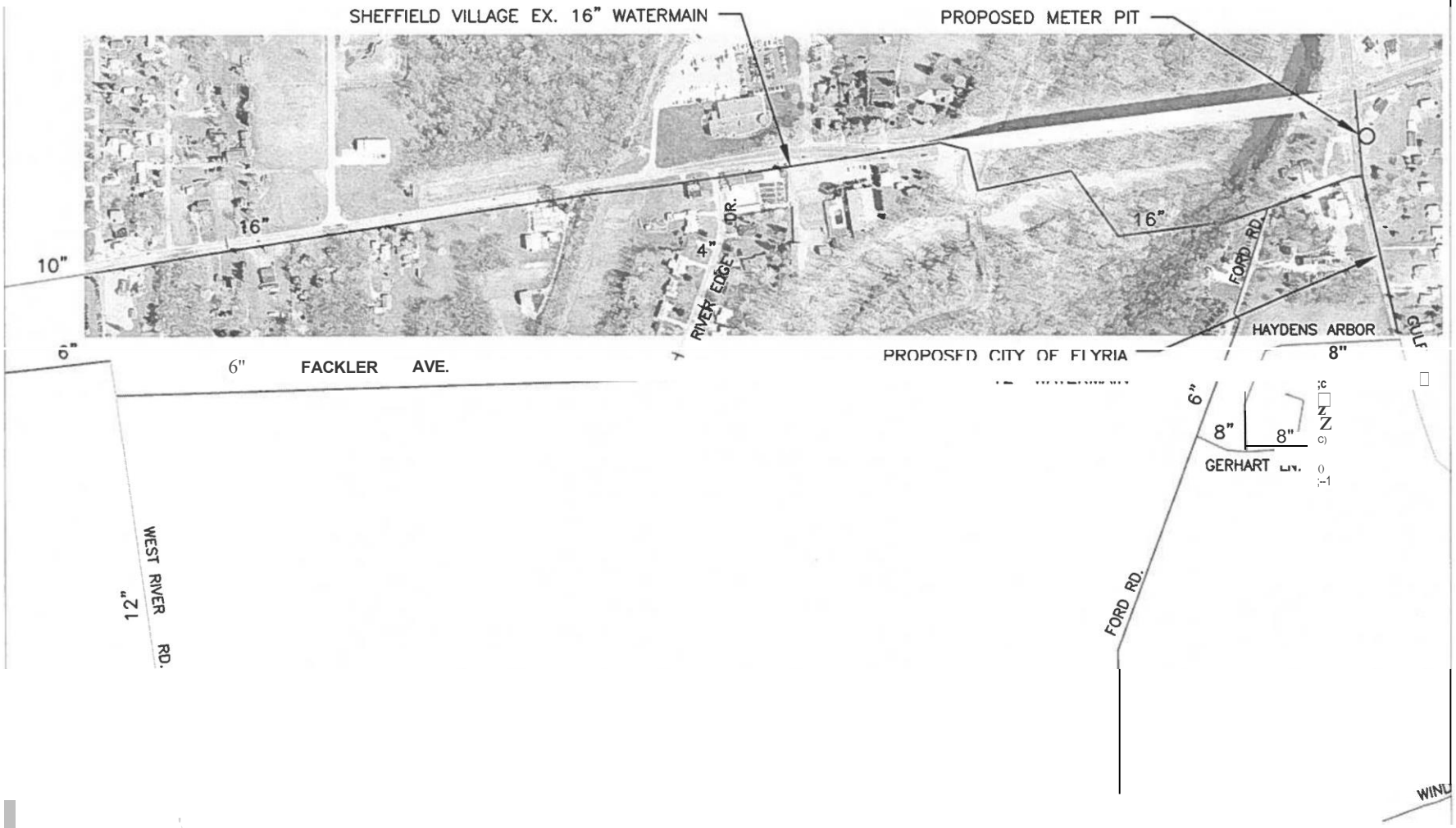

SHEFFIELD VILLAGE EX. 16" WATERMAIN
PROPOSED METER PIT
16"
16"
10"
4"
RIVER EDGE DR.
FORD RD.
HAYDENS ARBOR
PROPOSED CITY OF ELYRIA
8"
6"
FACKLER AVE.
6"
8"
8"
GERHART LN.
WEST RIVER RD.
12"
FORD RD.

Exhibit C

DONALD GERHART	5327 FORD ROAD	Residential
TERRY KNAPP	5590 FORD ROAD	Residential
MARKRACZ	5642 FORD ROAD	Residential
SHELBY REASER	5644 FORD ROAD	Residential
LUXURY HEATING	5308 GULF ROAD	Commercial
MELISSA RIVERA	5311GULF ROAD	Residential
CODEIGH THOMPSON	5309 GULF ROAD	Residential
JILL GIANNETTA	5317 GULF ROAD	Residential
DAVID TITUS	5319GULFROAD	Residential
KENNETH BODNAR	5321GULF ROAD	Residential
KENNETH BODNAR	5323 GULF ROAD	Residential
WILLIAM D. BODNAR	5327 GULF ROAD	Residential
MICHAEL SCHNEIDER	5337 GULF ROAD	Residential
KEVIN WHITE	5353 GULF ROAD	Residential
DONALD WHITE	5379 GULF ROAD	Residential
JAMES MITCHELL	5469 GULF ROAD	Residential