

IN THE COURT OF COMMON PLEAS
GEAUGA COUNTY, OHIO

CITY OF CHARDON)	CASE NO. 20 M 000648
)	
Plaintiff/Petitioner)	JUDGE DAVID M. ONDREY
)	
vs.)	
)	<u>AGREED JUDGMENT ENTRY</u>
GEAUGA COUNTY, OHIO, et al.)	
)	
Defendants/Respondents)	
)	

Pursuant to the agreement of Plaintiff, City of Chardon, (hereinafter referred to as “City”) and Defendants, Geauga County, Ohio and the Geauga County Board of Commissioners (hereinafter referred to as the “County”), collectively referred to as the “Parties,” by and through their respective counsel, the Parties to this suit hereby agree and stipulate that the following judgment may be entered, resolving all issues arising out of the Complaint filed by the Plaintiff in this action and any other issues that may have been raised by the Complaint, and therefore, it is the agreement of the parties and the Order of this Court that this matter be reduced to judgment upon the following terms:

1. The City agrees to transfer the land comprising the north end of the square to the County with a reverter to the City, if the County were ever to stop using the Geauga County Courthouse as a Courthouse.
2. The County agrees to spend a minimum of \$15 million for an addition/renovation to the Courthouse.
3. The ground breaking for the Courthouse addition shall occur on or before December 31, 2023; however, the Court may move the date upon application of

the County at the Court's discretion without City approval up to a maximum date of December 31, 2024.

4. The off-site parking on Permanent Parcel No. 10-165594 , and the green space of the County comprising the North portion of the square, would be available for the City after hours, for use as public parking or for civic events such as the Maple Festival.
5. The County will increase its contribution to the City for Municipal Court prosecution services to \$50,000 in 2023 and \$60,000 in 2024.
6. The Prosecuting Attorney and the City agree to jointly approach the legislature promptly upon adoption of the Agreement Judgment Entry to change the law shifting the prosecution responsibilities for the Municipal Court from the City to the County Prosecutor's Office. The Board of County Commissioners will not oppose a change in the law in that respect.
7. This case is settled and dismissed with prejudice, and the court costs are to be split equally among the Parties.
8. The City agrees to contribute 10 percent (10%), capped at \$2 million dollars, toward the public infrastructure, site work and beautification of the square involved with the Courthouse expansion/renovation project. The City shall not be responsible for cost overruns as there is a \$2 million-dollar cap. These dollars will be in addition to the County's expenditure set forth in section 2.
9. The Parties agree to release a joint statement drafted by both Parties regarding the settlement. Additionally, the City agrees to facilitate and cooperate with the County regarding all project approvals and work in good faith with the County.

10. This Court shall retain continuing jurisdiction to enforce the Agreed Judgment Entry.

IT IS SO ORDERED.

JUDGE DAVID M. ONDREY

Agreed, Stipulated and Approved by:

Majeed Makhoulf, Esq. (0073853)
Elizabeth Wells Rothenberg, Esq. (0088557)
Attorneys for Plaintiff

James R. Flaiz (0075243)
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