

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

March 30, 2023

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 3, 2023**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2023-008, 2023-009, 2023-049, 2023-050, 2023-058 and Resolution No. 2023-051.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2023-052, 2023-053 and 2023-054.

Finance Committee will meet to discuss Ordinance Nos. 2023-029, 2023-030 and 2023-055.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2023-056 and 2023-057.

Committee of the Whole will meet to discuss Resolution No. 2023-048.

8:00 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, APRIL 3, 2023 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – March 20, 2023*
6. PUBLIC HEARING:
 - Resolution No. 2023-048 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF HANDLE HILLS FARM, LLC TO PLACE LAND IN AN AGRICULTURAL DISTRICT. *First reading 03-20-23. Public Hearing 04-03-23.*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
8. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2023-008 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1258.05 AND 1258.08 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING MOTORIST SERVICE DISTRICTS AND AREA REGULATIONS, AND DECLARING AN EMERGENCY. First reading and referred to the Planning Commission 01-17-23. *Favorable recommendation by the Planning Commission 01-26-23. Second reading 02-06-23. Public Hearing 03-20-23. Third reading 03-20-23.*
- Ordinance No. 2023-009 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON PEARL ROAD, IN THE CITY OF STRONGSVILLE, FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PORTION OF PPN 397-10-005), AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 01-17-23. Favorable recommendation by the Planning Commission 01-26-23. Second reading 02-06-23. Public Hearing 03-20-23. Third reading 03-20-23.*
- Ordinance No. 2023-029 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING CAMDEN WOODS PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 03-06-23. Second reading 03-20-23.*
- Ordinance No. 2023-030 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH CAMDEN WOODS, LLC, AND DECLARING AN EMERGENCY. *First reading 03-06-23. Second reading 03-20-23.*
- Resolution No. 2023-048 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF HANDLE HILLS FARM, LLC TO PLACE LAND IN AN AGRICULTURAL DISTRICT. *First reading 03-20-23.*
- Ordinance No. 2023-049 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE RESURFACING OF HOWE ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-050 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE RESURFACING OF PROSPECT ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Resolution No. 2023-051 by Mayor Perciak and All Members of Council. A RESOLUTION REJECTING THE BID SUBMITTED FOR THE STRONGSVILLE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574) IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-052 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STRONGSVILLE POLICE DEPARTMENT AND THE SOUTHWEST GENERAL POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-053 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, IN CONNECTION WITH FUNDS AVAILABLE FROM THE STATE OF OHIO BODY-WORN CAMERA GRANT PROGRAM, FOR THE CITY OF STRONGSVILLE POLICE DEPARTMENT'S HIRING OF RECORDS ROOM STAFF PERSONNEL; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-054 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-055 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$9,600,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-056 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS UNDER THE 2023 COUNTY ROAD PREVENTATIVE MAINTENANCE REIMBURSEMENT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-057 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-058 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:
13. MISCELLANEOUS BUSINESS:
14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 008

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1258.05 AND 1258.08 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING MOTORIST SERVICE DISTRICTS AND AREA REGULATIONS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That existing Section 1258.05 of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1258.05 USE REGULATIONS; MOTORIST SERVICE DISTRICT.

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Motorist Service Districts only for the uses set forth in the following schedules and regulations:

(a) Main Buildings and Uses Permitted.

- (1) Service Stations. Service stations for the sale of fuels, oil, lubricants, batteries, tires, and other automotive accessories to the motoring public. Such facilities may include facilities for servicing and minor repair of vehicles and the retail sales of merchandise in accordance with the provisions of Section 1258.14.
- (2) Lodging facilities. Motel accommodations for the traveling public. A game room or amusement arcade may be permitted within lodging facilities only if a conditional use permit is granted in accordance with standards set forth in Section 1242.07.
- (3) Eating and drinking establishments. Restaurants, snack bars, taverns, drive-in restaurants as individual establishments or in conjunction with a lodging or indoor tennis facility permitted in this District. A game room or amusement arcade may be permitted within eating and drinking facilities only if a conditional use permit is granted in accordance with standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (4) Automotive service centers. Automotive Service Centers in accordance with the provisions of Section 1258.14.
- (5) Indoor tennis facility.
- (6) Fueling Stations. Fueling stations for the sale of fuel and convenience goods to the motoring public. Such facilities may include the sale of food and beverages for carry out and/or on premises consumption. Outdoor display or sale of merchandise shall only be permitted as specifically authorized by Planning

Commission as part of development plan approval. Outdoor eating areas may be permitted provided a conditional use permit is obtained in accordance with Section 1242.07.

- (7) Recreational vehicle sales and service. Motorcycle, boat, snowmobile and outboard motor sales and service, provided the use is located within a free-standing building and all testing facilities and operations are conducted within an enclosed building; and
- (8) Automotive sales. Automotive, truck, van and recreational vehicle sales, leasing, renting and related services, including accessory repair and service garages, provided such uses are within a free-standing building; and new and used automotive, truck, van and recreational vehicle sales lots, provided such uses are in conjunction with a permitted vehicles sales use located on the same lot as the free-standing building used for the sale of new motor vehicles.
- (9) **Auto Washes and Auto Wash Facilities.**
- (b) Similar Main Uses Permitted. Any other motorist service facility or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code; and
- (c) Accessory Uses Permitted.
 - (1) Off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code;
 - (2) Signs in Motorist Service Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code; and
 - (3) The sale and/or exchange of propane canisters not exceeding twenty (20) pounds capacity as an accessory use at Fueling Stations, Service Stations, and Recreational Vehicle Sales and Service Facilities provided a conditional use permit is obtained in accordance with Section 1242.07.

~~(Ord. 2014-132. Passed 9-2-14.)~~

Section 2. That existing Section 1258.08 of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1258.08 AREA REGULATIONS.

In all Business Districts, buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, only in accordance with the following schedule:

Schedule of Minimum Lot Area and Width Requirements			
<u>Main Use</u>	<u>District</u>	<u>Lot Area</u>	<u>Lot Width (feet)</u>
Dwelling	Local Business, General Business	In accordance with adjacent Residential District	In accordance with adjacent Residential District
Hotel/Motel	Motorist Service	1,000 sq. ft./rental unit	250
Service Stations	Motorist Service	1 acre	200
Auto Sales	Motorist Service	5 acres	350
Auto Washes; Auto Wash Facilities	Motorist Service	1 acre	150
Bus Garage	Motorist Service	4 acres	250
Restaurant, Auto Service Center, Motorcycle, Boat Sales	Motorist Service	2 acres	200
Indoor Tennis Facility	Motorist Service	4 acres	100
Neighborhood	Shopping Center	5 acres	
Community Center	Shopping Center	20 acres	
Regional Center	Shopping Center	35 acres	
Single Separate Business Use	General Business or Restaurant – Recreational Services		150
	Local Business		125
Attached or Multiple Business Use	General Business or Restaurant – Recreational Services Local Business		200

~~(Ord. 2002-6. Passed 3-18-02.)~~

Section 3. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide for the proper development of lots and lands within the City and to enhance economic development within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: January 17, 2023

Second reading: February 6, 2023

Third reading: March 20, 2023

Public Hearing: March 20, 2023

Referred to Planning Commission

January 18, 2023
Favorable recommendation
Approved: by Planning Commission
January 26, 2023

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-008 Amended: _____
1st Rdg. 01-17-23 Ref: PC/PCE
2nd Rdg. 02-06-23 Ref: PCE
3rd Rdg. 03-20-23 Ref: PCE

Public Hrg. 3/20/23 Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 009

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON PEARL ROAD, IN THE CITY OF STRONGSVILLE, FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PORTION OF PPN 397-10-005), AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located on Pearl Road, in the City of Strongsville, from GB (General Business) classification to MS (Motorist Service) classification (portion of PPN 397-10-005), which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the changes in zoning classification as provided in this Ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and further to afford the applicant an opportunity to submit plans to facilitate economic development within the City, and to assure proper development of all lots and land within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: January 17, 2023

Referred to Planning Commission

Second reading: February 6, 2023

January 18, 2023

Third reading: March 20, 2023

Approved: Favorable recommendation by Planning Commission
January 26, 2023.

Public Hearing: March 20, 2023

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 009

Page 2

President of Council

Date Passed: _____

Yea

Nay

Carbone _____

Clark _____

DeMio _____

Kaminski _____

Kosek _____

Roff _____

Short _____

Approved: _____

Mayor

Date Approved: _____

Attest: _____

Clerk of Council

Ord. No. 2023-009 Amended: _____

1st Rdg. 01-17-23 Ref: PC/P2E

2nd Rdg. 02-06-23 Ref: P2E

3rd Rdg. 03-20-23 Ref: P2E

Public Hrg 03/20/23 Ref: _____

Adopted: _____ Defeated: _____



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description

WXZ Development

Rezoning Parcel (Part of P.P.N. 397-10-005)

Strongsville, Ohio

File No. 14799-LD002

Page 1 of 2

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 58 and further bounded and described as follows:

Beginning at the intersection of the centerline of Drake Road (Width Varies) and the centerline of Pearl Road (U.S. Route 42) (Width Varies);

Thence North 00°31'56" West, along the centerline of said Pearl Road, a distance 258.00 feet to the Southwest corner of a parcel of land conveyed to Heinen's Inc. by deed recorded in Volume 14496, Page 283 of Cuyahoga County Records;

Thence North 89°06'18" East, a distance of 45.00 feet to a 5/8" iron pin set on the Easterly right of way of said Pearl Road and the principal place of beginning for the parcel hereinafter described;

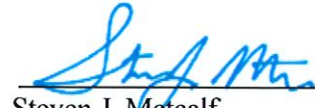
- Course 1 Thence North 00°31'56" West, along the Easterly right of way of said Pearl Road, a distance of 150.00 feet to a 5/8" iron pin set;
- Course 2 Thence North 89°06'18" East, a distance of 300.00 feet to a 5/8" iron pin set;
- Course 3 Thence South 00°31'56" East, a distance of 150.00 feet to a 5/8" iron pin set on the Northerly line of a parcel of land conveyed to GETGO Portfolio II LP by deed recorded in A.F.N. 201310110620 of Cuyahoga County Records;
- Course 4 Thence South 89°06'18" West, along the Northerly line of said GETGO Portfolio II LP parcel, a distance of 300.00 feet to the principal place of beginning and **containing 1.0331 Acres (45,000 Square Feet) of land**, according to a survey made by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff & Associates, Dated in November 10, 2022.

Be the same more or less, but subject to all legal highways and easements of record.

Basis of bearings for this survey is Grid North of NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401) and is used to denote angles only.

Legal Description
WXZ Development
Rezoning Parcel (Part of P.P.N. 397-10-005)
Strongsville, Ohio
File No. 14799-LD002
Page 2 of 2

Monuments described as "iron pin set" are 5/8" x 30" rebar capped
"Neff & Assoc #8622".

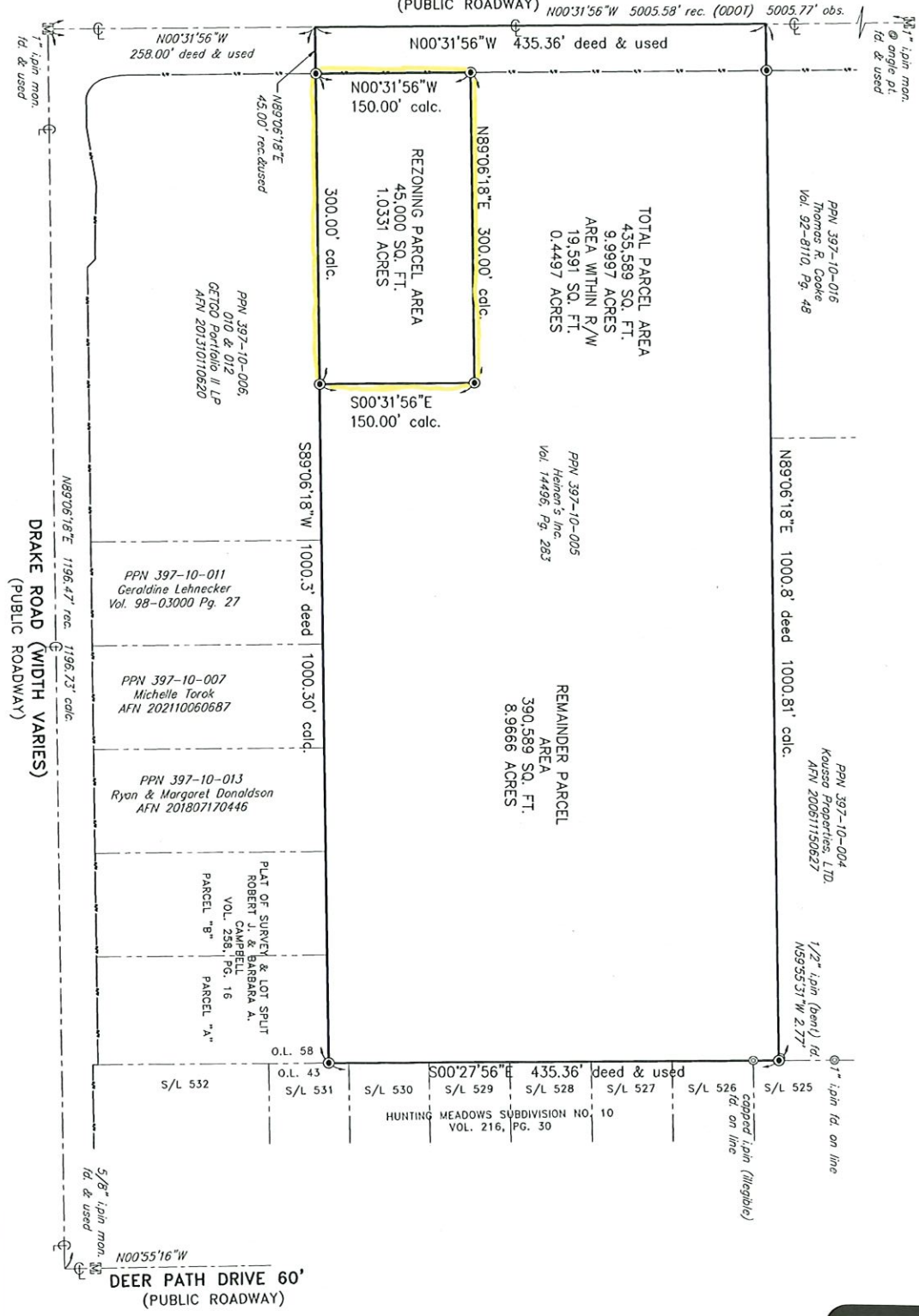


Steven J. Metcalf
Registered Survey No. 8622-Ohio





PEARL ROAD (U.S. ROUTE 42) (WIDTH VARIES)
(A.K.A CLEVELAND - WOOSTER ROAD)
 (PUBLIC ROADWAY)



PETITION FOR ZONING CHANGE

Ordinance Number: 2023-009

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class GB use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: **Change in zoning is required to allow for commercial service use consistent with the surrounding area. Development of the parcel will grow the tax base of the City and provide jobs and services to its residents.**

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because:

The proposed use (a car wash) is consistent with the Retail and Service uses in the area along Pearl Rd.

Please list other supporting documents (if any) which accompany this petition:

1. **Survey legal description**
2. **Preliminary site plan**
- 3.

THE PROPOSED USE OF THE PROPERTY IS: **a car wash (see attached site plan)**

Name, address and telephone number of applicant or applicant's agent:

Name: **David Budge, WXZ Development Inc.**

Address: **22720 Fairview Center Drive, #150, Fairview Park, OH 44126**

Telephone Number: **(440) 801-1690**

Signature of Owner(s) [Signature]

State of Ohio)
County of Cuyahoga)



I, the undersigned, do hereby swear to, and subscribed in my presence this 5th day of December, 2022.

ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date

Cindy Torres Essell
Notary Public

My commission expires: Never

Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2023-009

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: N/A

Permanent Parcel No.: a portion of 397-10-005

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl Rd. (west)

Number and type of buildings which now occupy property (if any): N/A

Acreage: 1.03 (rezoning parcel) 8.96 remainder

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): restriction to operate a grocery

Said deed restrictions (will) (have) expire(d) on: in perpetuity

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Heinens Inc.</u>	<u>100</u> %
2.	
3.	

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 5th day of December, 2022.



CINDY TORRES ESSELL
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

Cindy Torres Essell
Notary Public

My commission expires Never

Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 - 029

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING **CAMDEN WOODS** PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code (the "Revised Code") Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville, Ohio (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, Camden Woods, LLC, an Ohio limited liability company (the "Developer"), intends to improve, develop, and redevelop approximately 32-acres of property (the "Property") located at or around the southeast corner of the intersection of Prospect Road and Royalton Road in the City and currently known as Permanent Parcel Numbers 393-15-002, 393-15-003, 393-15-004, 393-15-005, 393-15-006, 393-15-007, 393-15-008, 393-15-009, 393-15-010, 393-15-012, 393-15-013, and 393-15-014 in the records of the Cuyahoga County Fiscal Office (collectively, as such parcels may be consolidated or split, the "Project Site") and as more particularly described in the attached *Exhibit A*; and

WHEREAS, the Developer has agreed to improve the Project Site by (i) constructing approximately 82 cluster commercial homes for rent, consisting of approximately 20, three-unit buildings and 11, two-unit buildings and related site work (the "Cluster Homes"), (ii) constructing an approximately 5,000-square-foot commercial building on that certain portion of the Project Site zoned Local Business and consisting of approximately 1.10 acres (the "Retail"), and (iii) constructing the necessary public infrastructure improvements which include the construction and installation of a roadway, utilities, sanitary sewer and water system improvements, storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the "Project Site Public Infrastructure Improvements"), that once made will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (as described on the attached *Exhibit B*, collectively, the "Project"); and

WHEREAS, the Developer shall pay for and construct the Project Site Public Infrastructure Improvements with its own funds; and

WHEREAS, to improve the flow of traffic in and around the Project Site, this Council may cause the construction of one or more of the public improvements described as “City Public Improvements” in the attached *Exhibit C* (the “City Public Infrastructure Improvements” and, together with the Project Site Public Infrastructure Improvements, the “Public Infrastructure Improvements”), that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Revised Code Section 5709.42 (the “Service Payments”) to (i) pay certain expenses related to the Project, (ii) reimburse the Developer for all or a portion of the costs of the construction of the Project Site Public Infrastructure Improvements, and (iii) pay costs of the City Public Infrastructure Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Public Infrastructure Improvements described in the attached *Exhibit C*, if made or caused to be made, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents, and will aid industry and commerce in the City.

Section 2. That pursuant to and in accordance with the provisions of Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in Revised Code Section 5709.40) is a public purpose, and 100% of the Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing, for each individual parcel, in the tax year in which the Cuyahoga County Fiscal Officer determines the increase in value with respect to the Improvements for each such parcel (and if any parcels are consolidated, the resulting consolidated parcel) meets or exceeds \$100,000 in true value for any one root parcel or \$500,000 in true value for any consolidated parcel; and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes

that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Revised Code Section 5709.42, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **Camden Woods** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and the Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and the Polaris Joint Vocational School District would each have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. That this Council hereby establishes pursuant to and in accordance with the provisions of Revised Code Section 5709.43, the **Camden Woods** Public Improvement Tax Increment Equivalent Fund (the “Fund”), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Revised Code Section 5709.42, and hereby agrees that moneys in the Fund shall be used for any or all of the following purposes and in the following order:

- (a) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Project Site Public Infrastructure Improvements, including out-of-pocket expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successors or assigns, for all or a portion of the monies used to pay such costs of the Project Site Public Infrastructure Improvements as agreed upon between the City and the Developer, and
- (b) after the payment of the items described in item (a) above and the reimbursement to Developer with respect to item (a) above, for the use by the City for other City Public Infrastructure Improvements that directly benefit the Property.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with Revised Code Section 5709.43.

Section 5. That pursuant to Revised Code Section 5709.40, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Revised Code Section 5709.40.

Section 6. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development and for the purpose of enhancing the availability of commercial rental housing, creating jobs and employment opportunities, improving the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-029 Amended: _____
1st Rdg. 03-06-23 Ref: Finance
2nd Rdg. 03-20-23 Ref: Finance
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

EXHIBIT A THE PROPERTY

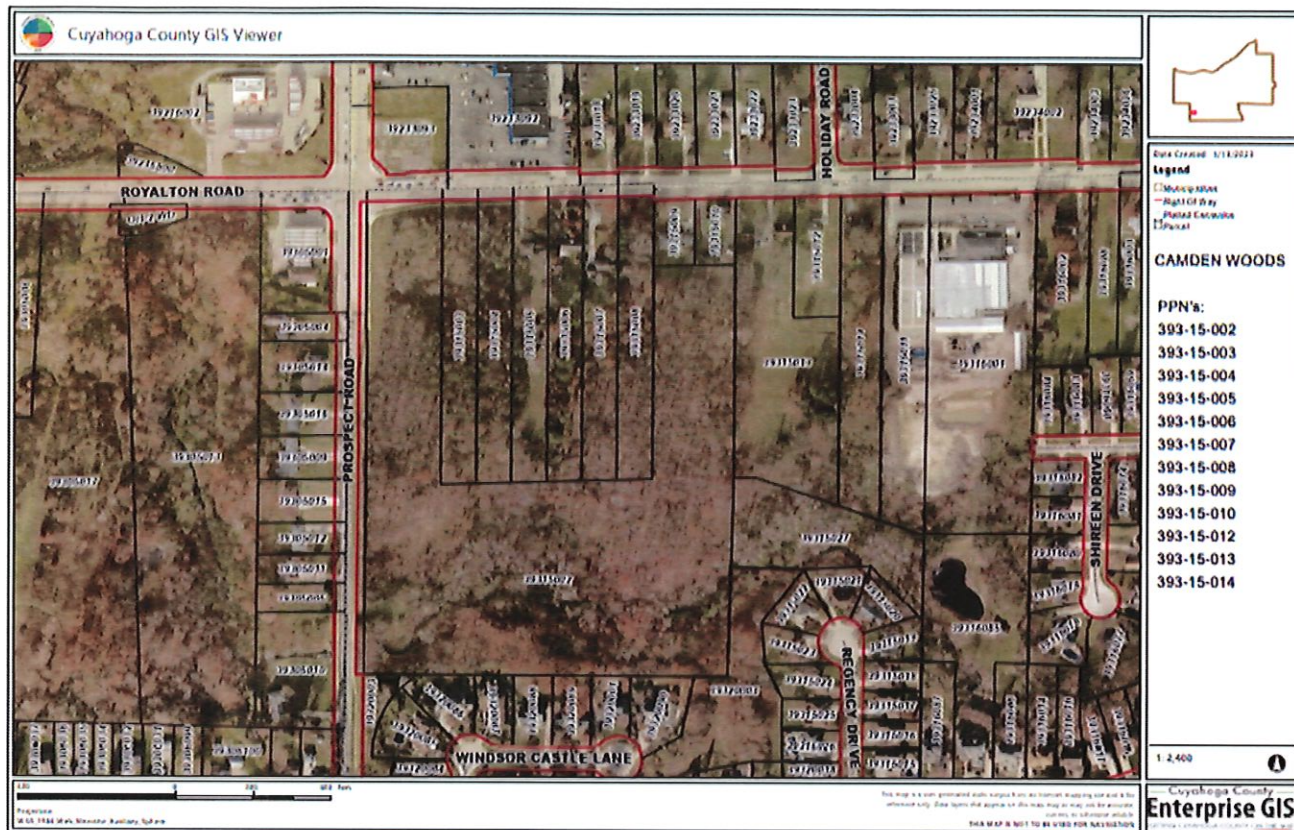


EXHIBIT B

DEVELOPER IMPROVEMENTS

Camden Woods, LLC proposes to construct a new cluster subdivision on approximately 32 acres of property located on the southeast corner of Royalton Road and Prospect Road in the City of Strongsville, Ohio (the "Project Site"). The project will feature 82 cluster commercial homes for rent consisting of approximately 20, three-unit buildings, and 11, two-unit buildings and related site work ("Cluster Homes"). In addition, the project will include approximately 5,000 square feet of retail space, activating an underutilized corner and engaging with the City community.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to construct new roadways, install new utility connections, storm water management systems, landscaping, and streetscape improvements.

Developer expects to start construction of the Cluster Homes in August 2023 and the anticipated duration of construction of the Cluster Homes for rent is approximately fourteen months.

Attached is a site plan which depicts the proposed development upon completion.

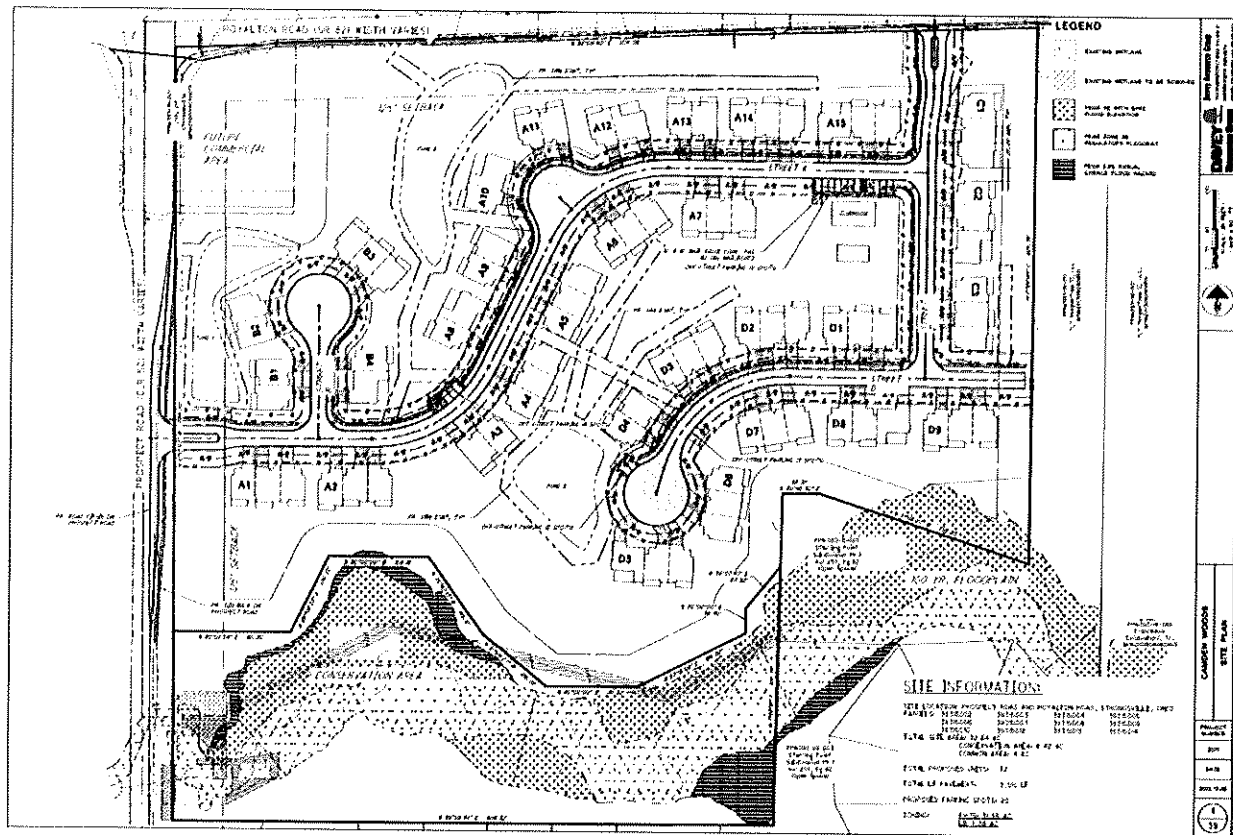


EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

(a) Project Site Public Infrastructure Improvements

<i>TIF Funding Estimates</i>						
CAMDEN WOODS						
As of February 1, 2023						
Category	Description	Quantity	Unit	Unit Price	Amount	Total
"Demolition and	Phase 1 Study & Testing	1	Ea	3825.00	\$ 3,825.00	\$ 3,825.00
Environmental	Soil Testing - Geotech	1	Ea	11600.00	\$ 11,600.00	\$ 11,600.00
remediation"	Cultural Study for Ohio Historic Preservation Office (OHPO)	1	Ea	13500.00	\$ 13,500.00	\$ 13,500.00
	Wetlands Mitigation Cost	1	EA	129650.00	\$ 129,650.00	\$ 129,650.00
	Remove Existing Structures - 8 Houses	1	Ea	71900.00	\$ 71,900.00	\$ 71,900.00
	ACM Surveys	8	Ea	650.00	\$ 5,200.00	\$ 5,200.00
	Asbestos Abatement	1	Ea	30000.00	\$ 30,000.00	\$ 30,000.00
	Land/Tree Clearing	22	Acres	4000.00	\$ 88,000.00	\$ 88,000.00
	Erosion Control	22	Acres	2800.00	\$ 61,600.00	\$ 61,600.00
	Mass Excavation Cuts and Fills	20000	CY	7.00	\$ 140,000.00	\$ 140,000.00
	Strip and Stockpile Topsoil	31200	CY	1.75	\$ 54,600.00	\$ 54,600.00
	Disposal of Excess Material Off-Site	36000	CY	12.00	\$ 432,000.00	\$ 432,000.00
	Subtotal					\$ 1,041,875.00
"water and sewer lines"	Abandon Existing Water Connections	8		2700.00	\$ 21,600.00	\$ 21,600.00
"stormwater and flood	Relocate Existing Utilities- CEI Poles	1		25000.00	\$ 25,000.00	\$ 25,000.00
remediation projects	Hydrants	9		7500.00	\$ 67,500.00	\$ 67,500.00
necessary for economic	Water Main (incl Tees, fittings, reducers)	1	LF	650000.00	\$ 650,000.00	\$ 650,000.00
development	Storm Sewer System Drainage	4065	LF	130.00	\$ 528,450.00	\$ 528,450.00
	Sanitary Sewer System	2960	LF	140.00	\$ 414,400.00	\$ 414,400.00
	Underdrains	6440	LF	20.00	\$ 128,800.00	\$ 128,800.00
	Dry Utility Trenching/Conduits	6440	LF	18.00	\$ 115,920.00	\$ 115,920.00
	Subtotal					\$ 1,951,670.00
Public roads and right	Widen Prospect Road & New Sidewalk	1	LS	85000.00	\$ 85,000.00	\$ 85,000.00
of ways/easements	Concrete - Roads/Sidewalks	1	LS	925000.00	\$ 925,000.00	\$ 925,000.00
	Landscaping	1	LS	500000.00	\$ 500,000.00	\$ 500,000.00
	Lighting	1	LS	100000.00	\$ 100,000.00	\$ 100,000.00
	Subtotal					\$ 1,610,000.00
Planning, Engineering,	Civil Engineering	1		90000.00	\$ 90,000.00	\$ 90,000.00
Professional Fee, and So	Architectural Engineering	1		35000.00	\$ 35,000.00	\$ 35,000.00
Costs	Surveying & Plat Consolidation	1		15250.00	\$ 15,250.00	\$ 15,250.00
	Wetland Consulting	1		12825.00	\$ 12,825.00	\$ 12,825.00
	Traffic Study	1		16150.00	\$ 16,150.00	\$ 16,150.00
	Legal Fees	1		50000.00	\$ 50,000.00	\$ 50,000.00
	Insurance	1		75000.00	\$ 75,000.00	\$ 75,000.00
	Real Estate Taxes	1		38750.00	\$ 38,750.00	\$ 38,750.00
	Interest Expense (@6.50%, 14 months)	1		355,000.00	\$ 355,000.00	\$ 355,000.00
	Contingency	1		370,406.00	\$ 370,406.00	\$ 370,406.00
	Financing Costs	1		150,000.00	\$ 150,000.00	\$ 150,000.00
	Subtotal					\$ 1,208,381.00
	OVERALL TOTAL					\$ 5,811,926.00

(b) City Public Infrastructure Improvements. The City Public Infrastructure Improvements further include the construction of or improvements to any other public streets (including but not limited to Pearl Road, Royalton Road, and Prospect Road), utilities, and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including but not limited to traffic signalization, curbs, sidewalks, lighting, streetscapes, and water and sanitary sewer improvements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 030

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH CAMDEN WOODS, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Camden Woods, LLC, an Ohio limited liability company (the “Developer”), intends to improve, develop, and redevelop approximately 32-acres of property (the “Property”) located at or around the southeast corner of the intersection of Prospect Road and Royalton Road in the City of Strongsville, Ohio (the “City”) and currently known as Permanent Parcel Numbers 393-15-002, 393-15-003, 393-15-004, 393-15-005, 393-15-006, 393-15-007, 393-15-008, 393-15-009, 393-15-010, 393-15-012, 393-15-013, and 393-15-014 in the records of the Cuyahoga County Fiscal Office (collectively, as such parcels may be consolidated or split, the “Project Site”); and

WHEREAS, the Developer has agreed to improve the Project Site by (i) constructing approximately 82 cluster commercial homes for rent, consisting of approximately 20, three-unit buildings and 11, two-unit buildings and related site work (the “Cluster Homes”), (ii) constructing an approximately 5,000-square-foot commercial building on that certain portion of the Project Site zoned Local Business and consisting of approximately 1.10 acres (the “Retail” and collectively with the Cluster Homes, the “Developer Improvements”), and (ii) constructing the necessary public infrastructure improvements which include the construction and installation of a roadway, utilities, sanitary sewer and water system improvements, storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on the attached ***Exhibit B*** (the “Project Site Public Infrastructure Improvements”), that once made will directly benefit the Property, the City, its residents and the general public (collectively, and as further described on the attached ***Exhibit A***, the “Project”), all pursuant to the terms and conditions of a Project Development Agreement between the City and the Developer (the “Project Development Agreement”); and

WHEREAS, pursuant to Ordinance No. 2023-029, this Council has declared certain public infrastructure improvements described therein to be made which directly benefit the parcels that comprise the Project Site to be Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City, and declared the Improvements to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and has provided for the making of service payments in lieu of taxes by the owner of such parcels, and established a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Developer, pursuant to the terms and conditions of the Project Development Agreement, has agreed to and shall pay for and construct the Project Site Public Infrastructure Improvements with its own funds; and

WHEREAS, after the completion of the Project Site Public Infrastructure Improvements, subject to certain conditions in the Project Development Agreement, the City will acquire the Public Infrastructure through the Developer's dedication of the Project Site Public Infrastructure Improvements to the City and reimburse the Developer for certain costs of the Project Site Public Infrastructure Improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement, in substantially the form attached as ***Exhibit C***, with such changes that are not materially adverse to the City and not inconsistent with this Ordinance as the Mayor shall approve, which approval shall be evidenced conclusively by the signing of the Project Development Agreement. The Mayor and any other appropriate City officials are each further authorized to provide such information and to execute, certify, or furnish such other documents, certificates, and agreements, and to do all other thing that are necessary for, and incidental to, carrying out the provisions of the Project Development Agreement.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development and for the purpose of enhancing the availability of commercial rental housing, creating jobs and employment opportunities, and improving the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 030
PAGE 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-030 Amended: _____
1st Rdg. 03-06-23 Ref: Finance
2nd Rdg. 03-20-23 Ref: Finance
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

EXHIBIT A

DEVELOPER IMPROVEMENTS

Camden Woods, LLC proposes to construct a new cluster subdivision on approximately 32 acres of property located on the southeast corner of Royalton Road and Prospect Road in the City of Strongsville, Ohio (the "Project Site"). The project will feature 82 cluster commercial homes for rent consisting of approximately 20, three-unit buildings, and 11, two-unit buildings and related site work ("Cluster Homes"). In addition, the project will include approximately 5,000 square feet of retail space, activating an underutilized corner and engaging with the City community.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to construct new roadways, install new utility connections, storm water management systems, landscaping, and streetscape improvements.

Developer expects to start construction of the Cluster Homes in August 2023 and the anticipated duration of construction of the Cluster Homes is approximately fourteen months.

Attached is a site plan which depicts the proposed development upon completion.

EXHIBIT B

PROJECT SITE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Project Site Public Infrastructure Improvements consist of:

<i>TIF Funding Estimates</i>						
CAMDEN WOODS						
As of February 1, 2023						
Category	Description	Quantity	Unit	Unit Price	Amount	Total
"Demolition and Environmental remediation"	Phase 1 Study & Testing	1	Ea	3825.00	\$ 3,825.00	\$ 3,825.00
	Soil Testing - Geotech	1	Ea	11600.00	\$ 11,600.00	\$ 11,600.00
	Cultural Study for Ohio Historic Preservation Office (OHPO)	1	Ea	13500.00	\$ 13,500.00	\$ 13,500.00
	Wetlands Mitigation Cost	1	EA	129650.00	\$ 129,650.00	\$ 129,650.00
	Remove Existing Structures - 8 Houses	1	Ea	71900.00	\$ 71,900.00	\$ 71,900.00
	ACM Surveys	8	Ea	650.00	\$ 5,200.00	\$ 5,200.00
	Asbestos Abatement	1	Ea	30000.00	\$ 30,000.00	\$ 30,000.00
	Land/Tree Clearing	22	Acres	4000.00	\$ 88,000.00	\$ 88,000.00
	Erosion Control	22	Acres	2800.00	\$ 61,600.00	\$ 61,600.00
	Mass Excavation Cuts and Fills	20000	CY	7.00	\$ 140,000.00	\$ 140,000.00
	Strip and Stockpile Topsoil	31200	CY	1.75	\$ 54,600.00	\$ 54,600.00
	Disposal of Excess Material Off-Site	36000	CY	12.00	\$ 432,000.00	\$ 432,000.00
	Subtotal					\$ 1,041,875.00
"water and sewer lines"	Abandon Existing Water Connections	8		2700.00	\$ 21,600.00	\$ 21,600.00
"stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities- CEI Poles	1		25000.00	\$ 25,000.00	\$ 25,000.00
	Hydrants	9		7500.00	\$ 67,500.00	\$ 67,500.00
	Water Main (incl Tees, fittings, reducers)	1	LF	650000.00	\$ 650,000.00	\$ 650,000.00
	Storm Sewer System Drainage	4065	LF	130.00	\$ 528,450.00	\$ 528,450.00
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	Underdrains	6440	LF	20.00	\$ 128,800.00	\$ 128,800.00
	Dry Utility Trenching/Conduits	6440	LF	18.00	\$ 115,920.00	\$ 115,920.00
	Subtotal					\$ 1,951,670.00
Public roads and right of ways/easements	Widen Prospect Road & New Sidewalk	1	LS	85000.00	\$ 85,000.00	\$ 85,000.00
	Concrete - Roads/Sidewalks	1	LS	925000.00	\$ 925,000.00	\$ 925,000.00
	Landscaping	1	LS	500000.00	\$ 500,000.00	\$ 500,000.00
	Lighting	1	LS	100000.00	\$ 100,000.00	\$ 100,000.00
	Subtotal					\$ 1,610,000.00
Planning, Engineering, Professional Fee, and Soft Costs	Civil Engineering	1		90000.00	\$ 90,000.00	\$ 90,000.00
	Architectural Engineering	1		35000.00	\$ 35,000.00	\$ 35,000.00
	Surveying & Plat Consolidation	1		15250.00	\$ 15,250.00	\$ 15,250.00
	Wetland Consulting	1		12825.00	\$ 12,825.00	\$ 12,825.00
	Traffic Study	1		16150.00	\$ 16,150.00	\$ 16,150.00
	Legal Fees	1		50000.00	\$ 50,000.00	\$ 50,000.00
	Insurance	1		75000.00	\$ 75,000.00	\$ 75,000.00
	Real Estate Taxes	1		38750.00	\$ 38,750.00	\$ 38,750.00
	Interest Expense (@6.50%, 14 months)	1		355,000.00	\$ 355,000.00	\$ 355,000.00
	Contingency	1		370,406.00	\$ 370,406.00	\$ 370,406.00
	Financing Costs	1		150,000.00	\$ 150,000.00	\$ 150,000.00
	Subtotal					\$ 1,208,381.00
	OVERALL TOTAL					\$ 5,811,926.00

EXHIBIT C
PROJECT DEVELOPMENT AGREEMENT

[See attached]

PROJECT DEVELOPMENT AGREEMENT

between

THE CITY OF STRONGSVILLE, OHIO

and

CAMDEN WOODS, LLC,

Dated

as of

_____, 2023

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Exhibit A	Legal Description of the Project Site
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Project Development Agreement
(City of Strongsville - Camden Woods)

This Project Development Agreement (this "Agreement") is made effective and entered into as of _____, 2023 (the "Effective Date"), between the City of Strongsville, Ohio (the "City"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio (the "State") and its Charter, and Camden Woods, LLC (the "Developer"), an Ohio limited liability company.

Recitals

A. The Developer has acquired and plans to improve, develop, and redevelop approximately 32-acres of property (the "Property") located at or around the southeast corner of the intersection of Prospect Road and Royalton Road in the City and currently known as Permanent Parcel Numbers 393-15-002, 393-15-003, 393-15-004, 393-15-005, 393-15-006, 393-15-007, 393-15-008, 393-15-009, 393-15-010, 393-15-012, 393-15-013, and 393-15-014 in the records of the Cuyahoga County Fiscal Office (collectively, as such parcels may be consolidated or split, the "Project Site") and as more particularly described in the legal descriptions [and Lot Split and Consolidation Plat] attached as *Exhibit A* and *Exhibit A-1*, respectively.

B. The Developer intends to improve the Project Site by (i) constructing approximately 82 cluster commercial homes for rent, consisting of approximately 20, three-unit buildings and 11, two-unit buildings (the "Cluster Homes"), and performing certain demolition, grading, and other related site work on the Project Site, (ii) constructing an approximately 5,000-square-foot commercial building on that certain portion of the Project Site zoned Local Business and consisting of approximately 1.10 acres ("Retail"), all of which are described on the attached *Exhibit B* (collectively, the "Developer Improvements"), and (iii) constructing the necessary public infrastructure improvements which include construction and installation of a roadway, utilities, sanitary sewer and water system improvements, storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the "Public Improvements" and, together with the Developer Improvements, the "Improvements"), and as approved by the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, "City Review & Approval Bodies"). The Public Improvements, once made, will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (collectively, the "Project").

C. The City has determined that the construction of the Improvements on the Project Site, and the fulfillment generally of this Agreement, are in the best interests of the City and necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of commercial rental housing, creating jobs and employment opportunities, and improving the economic welfare of the people of the City, and the acquisition of the Public Improvements will also aid industry and commerce in the City. D. Pursuant to Ohio Revised Code (the "Revised Code") Sections 5709.40, 5709.42 and 5709.43 (the "TIF Statutes"), the City Council (the "Council") passed the TIF Ordinance (as defined below) to exempt from real property taxation the incremental increase in assessed value

of the Project Site resulting from the construction of the Improvements and providing: (i) that the Improvements are a public purpose, and designating the Improvements as a public infrastructure improvement benefiting the Project Site; (ii) for the payment of service payments in lieu of taxes (the "Service Payments"), by the Developer and any successors in interest to the Project Site, as obligations running with the land for the duration of the Covenant Period (as defined below), with respect to the real property comprising the Project Site; (iii) for the use of the Service Payments for costs of the Public Improvements, as approved by the City.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

Article I

The Improvements

Section 1.01 Improvements. The Developer agrees to construct the Improvements, at its own expense, as set forth in the Plans and Specifications (as defined below) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined below) and after making the payments described in Section 2.02, the City will reimburse the Developer for Allowable Costs (as defined below) incurred by Developer for constructing the Public Improvements. The parties acknowledge that the Developer is solely responsible for the Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Improvements.

Section 1.02 Job Creation. The Developer anticipates that: (a) during construction of the Improvements, approximately 100 jobs will be created; (b) upon completion of the Cluster Homes, two management jobs will be created, and upon completion of the Retail up to 30 new jobs will be created within six months; and (c) the Retail could generate an annual payroll of approximately \$1,000,000 with additional payroll from the Cluster Homes of approximately \$150,000 annually. The City acknowledges that these are Developer's best estimates based on current information and anticipated usage of the Retail.

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The Developer shall construct the Public Improvements solely from its own funds. The parties acknowledge that the Developer is solely responsible for the Public Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Public Improvements.

Section 1.04 Costs of Improvements. The Developer estimates that the cost of the Improvements shall be approximately \$26,188,074 for the Developer Improvements and approximately \$5,811,926 for the Public Improvements, representing a total investment of approximately \$32,000,000.

Section 1.05 Construction. Construction of the Improvements shall commence no later than August 31, 2023 ("Commencement Date") and the Cluster Homes shall be substantially complete no later than 14 months following the Commencement Date no later, subject to the

provisions of Article VIII of this Agreement. The Developer will commence construction of the Retail promptly following identification of users. The Developer shall not commence construction of the Improvements prior to the City's Review & Approval Bodies approval of the Plans and Specifications.

Section 1.06 Final Completion Certificate. The Public Improvements shall be deemed completed when the Developer shall have provided to the City, and the City shall have approved, a certificate that the Public Improvements are complete and ready for final acquisition and acceptance by the City by dedication (the "Final Completion Certificate"), prepared and signed by an authorized representative of the Developer, which certificate shall provide the following:

(a) generally describe all property acquired, constructed, installed or otherwise improved as part of the Public Improvements;

(b) the total costs of constructing the Public Improvements, including a breakdown of the components of the costs of the Public Improvements, in the format attached as *Exhibit C*;

(c) the date of completion of construction of the Public Improvements;

(d) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged;

(e) that all other facilities and improvements necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and any associated retainages;

(f) that the construction of such Public Improvements and any other facilities described in clause (e) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental, and other regulations of each federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or nay court, administrative tribunal, or public utility (each a "Governmental Authority") having jurisdiction over such Public Improvements;

(g) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and

(h) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to this Agreement.

Section 1.07 Acceptance of Public Improvements. The City has no obligation to acquire and accept the Public Improvements until:

(a) the Public Improvements are satisfactorily completed in accordance with the Plans and Specifications, as evidenced by the certificate provided by the City Engineer, and are properly acquired and dedicated as public rights-of-way and easements to the City;

(b) the City has received the executed Final Completion Certificate and all documents and instruments to be delivered to the City in accordance with the Plans and Specifications;

(c) the City has received evidence reasonably satisfactory to it that all liens on the Public Improvements, including but not limited to, tax liens then due and payable, the lien of any mortgage, and any mechanics' liens, have been released or, with respect to mechanics' liens, security therefor has been provided;

(d) lien waivers are provided by all contractors and suppliers with respect to the Public Improvements;

(e) the final plat has been submitted to the City for the acceptance of any dedication of any street, improvements, or land for public use and for the acceptance of any easement as required by the City's subdivision regulations and ordinances; and

(f) the satisfaction of all requirements related to the Public Improvements, including platting and dedication requirements, as provided in the City's Codified Ordinances and other City regulations.

The City agrees to accept and acquire the Public Improvements by dedication or otherwise, and the rights-of-way allocable thereto, promptly upon (and in any event within 90 days after) the satisfaction of the conditions listed in this Section 1.07. The City agrees to provide the Developer with an exemption certificate for sales and use tax in connection with the construction of the Public Improvements. The City's acquisition and acceptance of the Public Improvements, however, does not relieve the Developer of its responsibility for defects in material or workmanship.

Section 1.08 Compliance with Laws, Rules and Regulations. The Developer and its respective officers, agents, employees and any other persons over whom the Developer has control, shall comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Developer or its operations and activities on or in connection with the construction and operation of the Improvements.

Section 1.09 Insurance. Developer shall purchase from, and, until dedication to and acceptance by the City of the Public Improvements, maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, comprehensive general liability insurance, for property damage and personal injury or death, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, if any, of the Developer and for all employees, if any, of the Developer's agent(s) and the contractor(s) and subcontractor(s) engaged on or with respect to the Public Improvements or the construction, installation, equipping and improvement of the Project, in such amounts as are established by

law; provided that, the Developer may satisfy the requirements of this Section with respect to employees of the Developer's agents, and the contractors and subcontractors, through separate policies provided by each agent or contractor.

Section 1.10 Prevailing Wage—Public Improvements. The Developer shall require that all wages paid to laborers and mechanics employed in connection with the construction of the Public Improvements shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates. To the extent required by law, the Developer shall comply, and shall require compliance by all contractors or subcontractors working on the Public Improvements, with all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code and Section 210.11 of the City's Codified Ordinances. In furtherance thereof, the Developer shall be responsible for (a) obtaining from the Ohio Department of Commerce, Wage and Hour Division, its determination of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (b) obtaining the designation of and/or providing for a Prevailing Wage Coordinator for the Public Improvements pursuant to Section 4115.032, Ohio Revised Code, and (c) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code. At such time as the City requests, the Developer shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Developer agrees that it shall require that representatives of the City have access to each contractor's personnel and all documents pertaining to the Public Improvements and that such representatives shall have access to the Public Improvements, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The Developer shall cooperate fully with representatives of the City in carrying out such tasks.

Article II

Tax Increment Financing; Service Payments

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached to this Agreement as ***Exhibit D***, provides for the following with respect to the Project Site: (a) declares the Improvements (as defined in Section 5709.40 of the Revised Code) to the Project Site to be a public purpose for purposes of Section 5709.40 of the Revised Code; (b) requires the Developer, its successors or assigns, and any current or future owners of the Project Site and any current or future lessors, lessees, or owners of the Project Site (hereinafter collectively referred to as the "Owners" and individually as an "Owner") of the Project Site to make service payments to the County Treasurer in lieu of taxes (the "Service Payments") to finance the costs of the Public Improvements; and (c) establishes the Camden Woods Public Improvement Tax Increment Financing ("TIF") Fund ("TIF Fund").

Section 2.02 Service Payments; Disbursements from the TIF Fund.

(a) The City shall use the Service Payments actually received by the City (net of any fees imposed by the Cuyahoga County Fiscal Officer) during the period that the Project Site is exempt from real property taxation first pay out-of-pocket expenses of the City, including the

reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City, incurred in connection with the passage of the TIF Ordinance, the preparation and review of the Development Agreement and all documents and instruments related to the TIF, and the administration of the TIF Fund, and then to reimburse the Developer for Allowable Costs (defined below) of the Public Improvements. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than December 31, 2053). If, for any reason, the exemption from real property taxation ends prior to the full reimbursement of the Developer for the Allowable Costs of such Public Improvements, the City shall have no further liability to the Developer for reimbursement.

(b) After completion of the Public Improvements and the acceptance of the dedication of the Public Improvements, Developer shall certify the Allowable Costs of the Public Improvements to the City using the form attached as *Exhibit E*. The City shall review the Developer's certification to confirm the calculation of the Allowable Costs and the ability to provide payments of such Allowable Costs from the TIF Fund under Ohio law. After the finalization of the Allowable Costs, the City shall disburse the amounts in the TIF Fund to or at the direction of the Developer twice a year (after the payment of any fees and expenses incurred by the City as described in (a) above), within 60 days of the City's actual receipt of Service Payments from the County, up to the amount of the Allowable Costs as certified and agreed upon by the City and the Developer. At such time as the aggregate of all disbursements from the TIF Fund have paid the Allowable Costs in full, the City shall notify the Developer and shall not have any further obligation to reimburse Developer for the Allowable Costs. The Developer agrees to promptly repay any amounts erroneously paid by the City to the Developer in excess of the Allowable Costs upon written notice of the same by the City.

(c) The Developer acknowledges that the funds in the TIF Fund will not be available until (i) after the completion of the construction of the Improvements, (ii) approval of the TIF by the State Department of Taxation, and (iii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(d) The City is not required to reimburse the Developer for any Allowable Costs under this Agreement while an Event of Default by the Developer exists and is continuing under this Agreement. The City does not assume, and is expressly released and discharged by the Developer from, any and all liability or responsibility whatsoever that might or could arise out of the method, manner, or application of such disbursements from the TIF Fund in accordance with this Agreement, the Plans and Specifications, or any of the document related thereto, or as to any liens whatsoever that might attach to or be filed against the Project or the Public Improvements or the TIF Fund other than as relate to the City's willful misconduct, grossly negligent acts, wrongful withholding of approval or material breach of obligations under this Agreement, the Plans and Specifications, or any of the document related thereto. The Developer acknowledges that it has no right to funds in the TIF Fund other than as arise under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, (i) the City's obligation to reimburse the Developer for Allowable Costs of the Public Improvements, and (ii) any other obligation of the City arising out of this Agreement, shall not constitute a debt or pledge of the faith and credit of the City, and the City shall have no obligation to pay the Developer other than from Service Payments received by the City. The Developer acknowledges

that the disbursements from the TIF Fund may not be adequate to fully repay the Developer all of the Allowable Costs

(f) For purposes of this Agreement, the term “Allowable Costs” means all amounts paid by the Developer within the categories encompassed by the line items of the TIF Funding Estimates for the Public Improvements described in *Exhibit C* and in accordance with this Agreement and shall also include, in any event, whether or not included in the foregoing, all “hard costs” and “soft costs” and all costs of designing, constructing, permitting, equipping, and completing the Public Improvements, including without limitation, all other costs of construction, interest, taxes, if any, insurance, fees for architects, engineers, attorneys, accountants and consultants and other related expenses attributed to the Public Improvements. To the extent that any portion of the Allowable Costs were paid by the Developer to any affiliate or related entity of the Developer, the Developer represents and warrants that such amounts will not be greater than the amounts that would have otherwise been paid for the same services, materials or expenses in an arms’ length transaction between the Developer and an unrelated third-party.

Notwithstanding anything to the contrary in this Agreement, in no event shall the amount of Allowable Costs of the Public Improvements to be reimbursed by the City from money in the TIF Fund exceed \$5,811,926.

Section 2.03 Covenant to Make Service Payments. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site to make Service Payments pursuant to the terms and conditions of this Agreement from the effective date of the exemption granted by the TIF Ordinance through the end of the exemption period as described in Section 2.02 of this Agreement (the “Covenant Period”).

Section 2.04 No Contests of Assessed Valuation. Developer agrees, for itself and its successors and assigns and any future Owners of the Project Site, from and after the first full year following the completion of the Developer Improvements, not to contest the assessed valuation of the Cluster Homes for real property tax purposes below a fair market value of \$10,000,000, and of the Retail for real property tax purposes below a fair market value of \$2,500,000, each as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.03 of this Agreement shall run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and assigns and any future Owners of the Project Site, including without limitation any grantee in a conveyance of the Project Site through judicial process and, to the extent permitted by law, without expiration, until the expiration of the Covenant Period. These covenants, however, shall run with the land during the Covenant Period and be binding whether or not this Agreement remains in effect or whether or not this provision is included in any succeeding agreement, deed or lease with the Developer or its successors or assigns or any future Owner. The Developer agrees to execute and deliver one or more Declarations of Restrictive Covenants in form reasonably satisfactory to the City for recording in

the Cuyahoga County Fiscal Officer's office, evidencing the obligations of the Developer and its successors and assigns, and any future Owner having an interest in the Project Site, or a portion thereof, to make Service Payments.

It is further agreed that the covenants provided in Section 2.03 shall be binding on the Developer, or any successor or assign and any future Owner, only for that period that such person or entity has title to, an interest in, or possession or occupancy of the Project Site, or a portion thereof.

Section 2.06 Priority of TIF Exemption. The City and the Developer acknowledge and agree that the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance shall be superior to any other exemption with respect to the Property or portion of the TIF Property granted under any other provision of the Revised Code. The Developer agrees to prepare and file, in cooperation with the City, all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance as soon as practicable following the passage of the TIF Ordinance. The Developer further agrees to (a) refrain from filing any application for exemption that would conflict with the exemption authorized by the TIF Act and the TIF Ordinance, and (b) refrain from any uses of the Project or the Project Site that would conflict with the exemption authorized by the TIF Statutes and the TIF Ordinance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments. The City shall have no liability or responsibility for the State Department of Taxation approval of the TIF exemptions granted pursuant to the TIF Ordinance, provided that the City shall cooperate with the Developer in seeking such exemption.

Section 2.07 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any Service Payment, the Developer, or its successors or assigns or future Owner, as applicable, shall pay, in addition to the Service Payments it is required to pay under this Agreement, (a) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as may be amended or replaced after the date of this Agreement, and (b) such amount as is required to reimburse the City for any and all reasonable and actually incurred out-of-pocket costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce provisions of this Agreement against Developer, or any successor or assign and any future Owner.

Section 2.08 Statutory Compliance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments.

Article III

Plans and Specifications - Reviews, Approvals and Permits

The Developer shall submit to the applicable Review & Approval Bodies for review and approval its plans, drawings, and other materials in connection with the Improvements (the "Plans and Specifications"). The City and the Review & Approval Bodies shall not be responsible for, or participate in the development, planning, or preparation of, the Plans and

Specifications. The City's review shall be consistent with the applicable City zoning, building, and related code requirements and approvals for purposes of this Article III, including but not limited to the City's Review & Approval Bodies and City Council. The Plans and Specifications shall include, but not be limited, to a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the City's Review & Approval Bodies for comparable projects in the City. The Developer shall submit the Plans and Specifications to the City's Planning Commission within 30 days of the Effective Date.

The Developer shall prepare the necessary construction drawings and specifications for the purpose of obtaining demolition, building, and construction permits for the Improvements from the City's Building Department and other applicable permitting bodies for the Improvements.

Article IV

Covenants and Obligations of the Developer and Owner; Representations of City and Developer

Section 4.01 Preparation and Filing of Notice of the TIF Exemption. The Developer shall cause a notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code, at the office of the Cuyahoga County Fiscal Officer, requiring future owners of the Project Site to make Service Payments.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained in this Agreement on the part of the Developer, or any successor or assign and any future Owner, shall be binding and enforceable by the City against the Developer, or any successor or assign and any future Owner with respect to (and only to) such person or entity's interest in its portion of the Project Site, or any parts thereof or any interest therein. In the event Developer, or any successor or assign and any future Owner no longer holds any real property interest in the Project Site, such Developer, successor or assign or future Owner shall have no further obligation under this Agreement.

Section 4.03 Binding Nature of Obligations.

(a) Subject to Section 4.02, the duty to perform the obligations of this Agreement shall be binding and enforceable against the Developer, or any successor or assign and any future Owner by the City.

(b) The obligations of the Developer, or any successor or assign and any future Owner under this Agreement shall not be terminated for any cause including, without limiting the scope of the foregoing, but by way of example, delay in completion of or failure to complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings or of administrative actions by or under the authority of the United States of America or of the State or any political subdivision of the State. Except as otherwise expressly provided for in this Agreement, nothing contained in this Agreement shall be construed to release the Developer, or

any successor or assign and any future Owner from the performance of any of its agreements or obligations contained in this Agreement.

Section 4.04 Payment of Taxes. The Developer, or any successor or assign and any future Owner shall pay or cause to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the property of the Developer, or any successor or assign and any future Owner which is part of the Project Site or any personal property or fixtures of the Developer, or any successor or assign and any future Owner installed or brought therein or thereon (including, without limiting the generality of the foregoing, but by way of example, any taxes levied against the Developer, or any successor or assign and any future Owner with respect to the Developer Improvements, receipts, income or profits from the operations of the Developer, or any successor or assign and any future Owner at the Project, which, if not paid, may become or be made a lien on all or a portion of the Project Site) and all utility and other charges incurred by the Developer, or any successor or assign and any future Owner in the operation, maintenance, use, occupancy and upkeep of that portion of the Project Site held by the Developer, or any successor or assign and any future Owner.

Section 4.05 City's Representations. The City represents, warrants, and covenants to the Developer that as of the Effective Date:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State and its Charter, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) The City has taken all actions required to be taken under the laws of the State and under the City's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 4.06 Developer's Representations. The Developer represents, warrants, and covenants to the City as of the Effective Date:

(a) The Developer is duly organized and validly existing as a limited liability company under the laws of the State and is in full force and effect under the laws of the State.

(b) This Agreement has been duly executed, authorized, and delivered by the Developer and is a legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity. This Agreement and the transactions contemplated by this Agreement have been approved by the members or manager(s) of the Developer, as necessary and in accordance with the Developer's Operating Agreement and any other document governing the Developer.

(c) This Agreement and the consummation of these transactions are valid and binding upon the Developer and do not constitute a default (or an event which with notice and passage of

time or both will constitute default) under its Operating Agreement or any contract to which the Developer is a party or by which it is bound.

(d) The construction of the Improvements will be performed in a professional manner and in accordance with the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Cuyahoga County, Ohio, and the Public Improvements will be performed in a professional manner in accordance with all City requirements, including but not limited to its Codified Ordinances and other City regulations. The Developer warrants that any materials and equipment incorporated into the Public Improvements will be free from defects, including defects in workmanship or materials for a period of one year from the date of dedication.

(e) The Developer has obtained sufficient funds or financing for completing the construction of the Improvements.

(f) There is no litigation or proceeding or, to the Developer's knowledge, threatened against the Developer, under which an unfavorable ruling or decision is reasonably likely to adversely affect the Developer's ability to carry out its obligations under this Agreement or the ability to construct and complete the Improvements.

Article V Indemnification

Section 5.01 General Indemnification. In addition to the obligations of the Developer, as set forth in this Agreement, the Developer shall indemnify, defend, and hold harmless the City and its agents, officers, attorneys, employees, and public officials (referred to individually as an "Indemnatee" and collectively, as the "Indemnitees") from and against any and all suits, claims, damages, losses, costs, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of, or resulting from the execution and delivery of this Agreement and the consummation of the transactions and actions contemplated by this Agreement, including but not limited to: (a) the construction of the Improvements; (b) claims, suits, or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Developer, its officer, employees, consultants, subconsultants, and/or subcontractors; (c) injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Developer, its officers, employees, consultants, subconsultants, and/or subcontractors; (d) Developer's failure to comply with any prevailing wage requirements that may be applicable or required under Chapter 4115 of the Revised Code or the City's Charter or Codified Ordinances; (e) any claims that sales and use taxes are payable with respect to the Public Improvements; and (f) the Developer, or any successor or assign and any future Owner's, failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer agrees to indemnify, defend, and hold harmless the Indemnitees, and each of them, from and against any and all claims and losses incurred by Indemnitees related to the construction of the Improvements, including but not limited to Environmental Losses (as defined below). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnitees, and shall assume the burden and expense of defending all suits, administrative proceedings, mediations,

arbitrations and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this Section. In the event that such payment is not made, Indemnitees, at their sole discretion, may proceed to file suit against Developer to compel such payment.

As used herein, the following terms shall have the following meanings:

“Environmental Laws” means all present and future federal, state or local laws, statutes, ordinances, rules, regulations, codes, orders judgments, decrees and other requirements of governmental authorities relating to the environment (including, without limitation, soil, surface waters, ground water, surface or subsurface strata and ambient or indoor air), human health or to any Hazardous Material or Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

The term “Environmental Losses” shall mean any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel, accountants and environmental contractors or consultants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable damages, suffered or incurred, by any Indemnitee, arising out of or as a result of: (a) any Hazardous Material Activity (as hereinafter defined), whether such activity occurred on, before or after the Developer acquired the Project Site; (b) any actual or alleged violation of any applicable Environmental Laws relating to the Project Site or to the ownership, use, occupancy or operation thereof, whether such violation occurred on, before or after the Developer acquired the Project Site; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing, legal or administrative action or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Developer acquired the Project Site; or (d) any claim, demand, notice, request for information, cause of action, summons, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

“Hazardous Material Activity” means any act, occurrence or omission related to any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling, management, treatment or transportation of any Hazardous Material (as

defined herein) from, under, into or on the Project Site or the surrounding property, or any other activity, occurrence or omission that causes or would cause such event to exist.

Article VI

Events of Default

The following events are “Events of Default” under this Agreement:

Section 6.01 Events of Default.

(a) The failure of Developer, or any successor or assign or any future Owner (i) to pay, no later than the fifth calendar day following its due date, any Service Payment, or installment of any Service Payment due by Developer, or any successor or assign or any future Owner, including any applicable late payment charges; or (ii) to perform any covenant made by it or any of the requirements imposed on it set forth in this Agreement within 30 days after Developer’s receipt of notice of such failure by the City.

(b) The Developer fails to materially comply with any term, provision, or covenant of this Agreement, and the Developer fails, within 30 days after written demand from the City, to remedy the default, including, without limitation, timely completion of construction of the Improvements, subject to the provisions of Article VIII of this Agreement.

(c) Prior to the completion of the Improvements, the Developer (i) is adjudged insolvent, (ii) admits in writing its inability to pay its debts generally as they become due, (iii) makes a fraudulent transfer, or (iv) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (i) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (ii) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within 90 days after the appointment.

Section 6.02 Events of Default by the City. The City fails to materially comply with any term, provision, or covenant of this Agreement, and the City fails, within 30 days after written demand from the Developer, to remedy the default.

Article VII

Remedies

Section 7.01 Generally. If any Event of Default occurs, the Developer, shall promptly (and in any event within 30 days after receipt of the written notice, unless a different cure period is specified in the written notice), cure or remedy such Event of Default or, if such Event of Default is of such nature that it cannot be cured or remedied within the applicable cure period, the Developer shall commence its actions to cure or remedy such default within the applicable cure period, and proceed diligently thereafter to cure or remedy such Event of Default. In case

such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the City may:

(a) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default;

(b) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the Developer in default to compel specific performance of its obligations; and

(c) take any other action that it deems reasonably necessary to cure the default at law or in equity.

Section 7.02 Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of a Developer, or any successor or assign or any Owner may be enforced to the fullest extent permitted by law, by the City. It is the intention of the Developer that this Agreement and the covenants contained in this Agreement shall be specifically enforceable by the City, in law or in equity. It is the further intention and agreement of the Developer that this Agreement shall constitute and be deemed a lien encumbering and running with the Project Site to secure the obligation of the Developer, or any successor or assign or any future Owner to make Service Payments, and, if applicable, to pay interest and penalties described in this Agreement, intended to have same lien rights as real estate taxes and the same priority in accordance with Section 323.11 and 5709.91 of the Revised Code. In furtherance of the foregoing, it is the intention of the Developer, or any successor or assign and any future Owner that the City, upon the occurrence of an Event of Default set forth in Section 6.01 of this Agreement, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either mortgage liens or delinquent real estate taxes; provided, however, that nothing contained in this Agreement shall be deemed to authorize the acceleration of Service Payments due in future years. The provisions of this Section 7.02 shall encumber and run with the Project Site. Furthermore, the obligations of the City to reimburse Developer or its assigns for the Allowable Costs from the TIF Fund in the manner and the time as provided in this Agreement are intended to be and are obligations of the City enforceable by mandamus, and the City shall disburse amounts held in the TIF Fund (if any) in accordance with this Agreement regardless of any default or claimed default of a future Owner occurring after completion and dedication of the Public Improvements.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default by the Developer remains uncured beyond the applicable cure period, if any, the City will have the right to institute any other actions or proceedings that it deems desirable for effectuating the purposes of this Article, including but not limited to the right to complete construction of the Public Improvements and collect and retain the Service Payments, to pay the costs of construction of the Public Improvements, and to pay any costs and expenses related to exercising or enforcing its rights and remedies under this Agreement.

Any delay by the City in asserting its rights under this Agreement shall not operate as a waiver of those rights by the City or to deprive the City of or limit those rights in any way. It is

the intention of the parties that the City shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The City may exercise any remedy at a time when it may still hope to resolve the problems created by an Event of Default. No waiver in fact made by the City with respect to any specific default by the Developer or the Owner under this Agreement may be considered or treated as a waiver of the rights of the City with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Section 7.04 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE; provided, however, that nothing contained in this paragraph shall limit Developer's liability for claims of third parties (whether for property damage or personal injury) arising out of the construction and installation of the Public Improvements.

Article VIII Force Majeure

Except as otherwise provided, neither the City nor the Developer will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such delay materially affects the performance of such party. As used in this Agreement "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event. However, the parties seeking the benefit of the provisions of this Article VIII must within five days after the beginning of the Force Majeure Event, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the Force Majeure Event.

Article IX Further Assurances; Full Disclosure; Good Faith and Fair Dealing

The City and the Developer agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated by this Agreement. No representation or warranty of any party contained in this Agreement contains

any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of each party, no such representation or warranty omits or will omit to state a material fact necessary in order to make the representations and warranties contained herein or therein not misleading. From and after the date of this Agreement, the City and the Developer agree to cooperate with one another in good faith, and to deal fairly with one another, so as to effect the consummation of the transactions contemplated by this Agreement, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X

Acquisition and Dedication of Other Interest in Certain Public Improvements

Section 10.01 Acquisition of the Public Improvements through Dedication. Developer acknowledges and agrees that the Public Improvements within the public right-of-way or where otherwise required by the City, may be acquired by the City through the dedication of the Public Improvements by the Developer to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City and the provision of title insurance provided by the Developer in accordance with Section 1228.07 of the City's Codified Ordinances. For the avoidance of doubt, the City shall have no obligation to reimburse the Developer for any Allowable Costs from Service Payments received by the City until such dedication has occurred.

After completion of construction of those Public Improvements which are dedicated to the City, the City shall have the right to make modifications, alterations, replacements or additions to such Public Improvements, at the City's sole cost and expense.

Section 10.02 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its agents, a non-exclusive permanent easement upon, across, over, through and above, including light and air, over the Project Site, for access to, the use, and operation, of the Public Improvements within the public right-of-way, as well as those within Developer's privately-owned property, to be evidenced by a separate easement agreement or multiple agreements to be recorded in the records of the Cuyahoga County Fiscal Office, and which will further provide for repair and maintenance of those Public Improvements within Developer's privately-owned property exclusively by the Developer and at Developer's sole cost.

Article XI

Miscellaneous

Section 11.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt

requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to City: City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor Thomas Perciak

With a copy to: City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

If to Developer: Camden Woods, LLC
P.O. Box 361301
Strongsville, Ohio 44136
Attn: Director of Real Estate

With a copy to: Walter Haverfield LLP
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114
Attn: Nick Catanzarite, Esq.

Each party may designate, by written notice, another person or address to whom any communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service. Communications that are mailed by United States certified or registered mail shall be deemed sufficiently sent on the third business day after the date on which such communications are deposited in the United States mail.

Section 11.02 Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreements with any other entity.

Section 11.03 No City Expenditures. Nothing contained in this Agreement shall be construed to require the City to expend municipal funds in connection the performance of this Agreement.

Section 11.04 Non-Discrimination. Developer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, ancestry, creed, gender, national origin, or disability.

Section 11.05 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party

to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition, or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 11.06 Paragraph Headings. The paragraph headings contained in this Agreement are merely for convenience and reference and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 11.07 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Developer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Developer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Developer, its officers, employees, agents, contractors or representatives; and Developer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

Section 11.08 No Partnership. Nothing contained in this Agreement shall make, or be deemed to make, the City and Developer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 11.09 No Personal Liability. All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City other than in his or her official capacity, and neither the members of the legislative body of the City nor any City official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City contained in this Agreement.

Section 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the requirements of Revised Code Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

Section 11.11 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 11.12 Binding Effect and Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Developer and their respective partners, successors, permitted assigns.

Section 11.13 Assignments and Transfers. During the development and construction of the Public Improvements, the Developer shall not make any assignments or transfers of the Developer's interest in the Project Site or this Agreement, without the prior written consent of

the City, in accordance with procedures required by law. City expressly acknowledges and agrees that Developer may, upon written notice to the City but without further approval, assign its rights to receive reimbursement of Allowable Costs, and the City shall, upon receipt of such notice (which the City may conclusively rely upon without any additional confirmation or investigation), cause any and all payments of Allowable Costs from the TIF Fund to be made pursuant to the instruction of such assignee.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 11.15 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 11.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 11.17 Amendments. This Agreement shall not be amended, supplemented, or modified except by an instrument in writing executed by the City and the Developer, and authorized by City Council when required by law.

Section 11.18 No Construction Against Drafter. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any party.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak, Mayor

CAMDEN WOODS, LLC,
an Ohio limited liability company

By: J-ROC DEVELOPMENT, LLC,
its Manager

By: _____
Mike Catanzarite, Authorized Representative

Certification of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this ____ day of _____, 2023.

Neal Jamison, Law Director

Certification of Funds

I, Eric Dean, Director of Finance of the City of Strongsville, Ohio, hereby certify that the money to meet this Agreement will be appropriated bi-annually from the Camden Woods Public Improvement Tax Increment Financing ("TIF") Fund and is in the process of collection from said fund and is free from prior encumbrances.

Date

Eric Dean
Director of Finance

Exhibit A

Legal Description of the Project Site

PPN: 393-15-002
393-15-003
393-15-004
393-15-005
393-15-006
393-15-007
393-15-008
393-15-009
393-15-010
393-15-012
393-15-013
393-15-014

Camden Woods
Cameron-Allie Parcels

Legal Descriptions

PPN: 393-15-005

Situated in the Strongsville of County of Cuyahoga and State of Ohio:

and known as being part of original Strongsville Township Lot No. 76 and bounded and described as follows:

Beginning at an iron monument at the intersection of the center line of Royalton Road, (60 feet wide) with the centerline of Prospect Road, (60 feet wide);

Thence North 88 deg. 14' 00" East 426.86 feet along the said center line of Royalton Road to a point for the Principal Place of Beginning from which an iron monument bears South 0 deg. 30' 00" West, 30.02 feet;

Thence North 88 deg. 14' 00" East 90.17 feet along the center line of Royalton Road to a point which an iron monument bears South 0 deg. 30' 00" West, 30.02 feet;

Thence South 0 deg. 30' 00" West, 750 feet to an iron monument;

Thence South 88 deg. 14' 00" West, 90.17 feet to an iron monument;

Thence North 0 deg. 30' 00" East 750 feet to the principal place of beginning, and containing therein 1.551 acres of land, according to a survey made August 1940 by Cleveland Surveys, Inc. Civil Engineers and Surveyors, as appears by said plat, be the same more or less, but subject to all legal highways.

PPN: 393-15-006

Situated in the Strongsville of County of Cuyahoga and State of Ohio:

and known as being part of original Strongsville Township Lot No. 75 and bounded and described as follows:

Beginning at an iron monument at the intersection of the center line of Royalton Road, (60 feet wide) with the centerline of Prospect Road, (60 feet wide);

Thence North 88 deg. 14' 00" East 517.03 feet along the said center line of Royalton Road to a point for the Principal Place of Beginning from which an iron monument bears South 0 deg. 30' 00" West, 30.02 feet;

Thence North 88 deg. 14' 00" East 90.17 feet along the center line of Royalton Road to a point which an iron monument bears South 0 deg. 30' 00" West, 30.02 feet;

Thence South 0 deg. 30' 00" West, 750 feet to an iron monument;

Thence South 88 deg. 14' 00" West, 90.17 feet to an iron monument;

Thence North 0 deg. 30' 00" East 750 feet to the principal place of beginning, and containing therein 1.551 acres of land, according to a survey made August 1940 by Cleveland Surveys, Inc. Civil Engineers and Surveyors, as appears by said plat, be the same more or less, but subject to all legal highways,

PPN: 393-15-007

Situated in the Strongsville of County of Cuyahoga and State of Ohio:

and known as being part of original Strongsville Township Lot No. 76 and bounded and described as follows:

Beginning at a point in the center line of Royalton Road, 60 feet wide at a point which bears North 88 degrees 14' 00" East, measured along said center line, 607.20 feet from the centerline of Prospect Road, 60 feet wide;

Thence continuing North 88 degrees 14' 00" East along said center line of Royalton Road 90.16 feet;

Thence South 0 degrees 30' 00" West, 750 feet;

Thence South 88 degrees. 14' 00" West, 90.17 feet;

Thence North 0 degrees 30' 00" East, 750 feet to the principal place of beginning, and containing therein 1.551 acres of land, be the same more or less, but subject to all legal highways,

PPN: 393-15-009

Situated in the Strongsville of County of Cuyahoga and State of Ohio, and known as being part of original Strongsville Township Lot No. 76 and bounded and described as follows:

Beginning at the Northeast corner of land conveyed to John E. Walter by Harry R. Pierce on Jan 29, 1908;

Thence East along the North line of said Original Lot No. 76, 104 feet and Six inches;

Thence South 209 feet;

Thence West on a line parallel to the North line of said Lot, 104 feet and Six inches to the East line of land conveyed to Walter as aforesaid;

Thence North along the East line of land so conveyed to Walter, 209 feet to the Place of beginning, be the same more or less, but subject to all legal highways.

Excepting therefrom that part of the above described premises so conveyed to The City of Strongsville by deed dated May 18, 2004 and recorded in Instrument No. 200405190398 of Cuyahoga County Records.

PPN: 393-15-010

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio:

and known as being part of Original Strongsville Township Lot No. 76 and being bounded and described as follows:

Beginning on the center line of Royalton Road, 60 feet wide, which is also the Northerly line of said Original Lot No. 76, at the Northeasterly corner of a parcel of land conveyed to Harry R. Pierce by Deed dated December 4, 1908 and recorded in Volume 1177, Page 425 of Cuyahoga County Records;

Thence Easterly along the center line of Royalton Road, 104.50 feet to the Northeasterly corner of a parcel of land conveyed to Julia Pierce by Deed dated January 29, 1908 and recorded in Volume 1142, Page 450 of Cuyahoga County Records and which is also the Northwesterly corner of land formerly owned by Michael C. Blake;

Thence Southerly along the Easterly line of land so conveyed to Julia Pierce, which is also the Westerly line of land formerly owned by Michael C. Blake, 209 feet to the Southeasterly corner of land so conveyed to Julia Pierce as aforesaid;

Thence Westerly along the Southerly line of land so conveyed to Julia Pierce 104.50 feet to the Southeasterly corner of land so conveyed to Harry R. Pierce as first aforesaid;

Thence Northerly along the Easterly line of land so conveyed to Harry R. Pierce 209 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM a parcel of land conveyed to the City of Strongsville by Deed recorded as AFN 200408180662 of Cuyahoga County Records, bounded and described as follows:

Being a parcel of land lying on the South side of the centerline of a survey, made by Richland Engineering Limited for the Department of Transportation, and recorded in Book __, Page __, of the records of Cuyahoga County and being located within the following described points in the boundary thereof;

Commencing at the intersection of the centerline of Holiday Drive and the centerline of right of way of S.R. 82, said intersection being at Holiday Drive centerline Station 10+00 and S.R. 82 centerline of right of way Station 66+62.20;

Thence South $88^{\circ} 40' 50''$ West along the centerline of right of way of S.R. 82 a distance of 223.28 feet to a point on the Grantor's Northeast property corner, said point being on S.R. 82 centerline of right of way Station 64+38.92, and also being the place of beginning;

Thence South $0^{\circ} 54' 45''$ West along the Grantor's East property line a distance of 40.03 feet to a point, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way Station 64+37.37;

Thence South $88^{\circ} 40' 50''$ West a distance of 104.50 feet to a point on the Grantor's West property line, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way Station 63+32.87;

Thence North $0^{\circ} 54' 45''$ East along the Grantor's said property line a distance of 40.03 feet to a point on the Grantor's Northwest property corner and centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way Station 63+34.42;

Thence North $88^{\circ} 40' 50''$ East along the Grantor's North property line and centerline of right of way of S.R. 82 a distance of 104.50 feet to the place of beginning and containing 0.096 acres, more or less, including the present road which occupies 0.072 acres, more or less.

The description for this parcel is based upon a survey made in 1990 under the direction and supervision of David A. Armstrong, Registered Surveyor No. 5788.

The above described area, 0.096 acres (P.R.O. = 0.072 acres), is to be deleted from Auditor's Tax Duplicate No. 393-15-010 of the Cuyahoga County Record of Deeds.

PPN: 393-15-012

Situated in the city of Strongsville, County of Cuyahoga and State of Ohio: and known as being part of original Strongsville Township Lot No. 76 and being bounded and described as follows:

Beginning on the center line of Royalton Road, 60 feet wide, at the northwesterly corner of a parcel of land conveyed to Louise Schneider by deed dated August 23, 1921 and recorded in volume 2537, page 191 of Cuyahoga County Records;

1. Thence South $87^{\circ} 45' 00''$ West along the center line of Royalton Road, 255 feet to the principal place of beginning of the premises herein intended to be described;
2. Thence South $00^{\circ} 01' 15''$ West and parallel with the westerly line of land conveyed to Louise Schneider as aforesaid, 350 feet;
3. Thence South $87^{\circ} 45' 00''$ West and parallel with the center line of Royalton Road, 119 feet;
4. Thence North $00^{\circ} 01' 15''$ East and parallel with the westerly line of land so conveyed to Louise Schneider, 350 feet the center line of Royalton Road;
5. Thence North $87^{\circ} 45' 00''$ East along the centerline of Royalton Road, 119 feet to the place of beginning, and containing 9554 acres of land according to a survey by Robert H. Krause, registered Ohio surveyor No. 2885, October 1949. Be the same more or less, but subject to all legal highways.

Excepting therefrom that portion of said premises deeded to the City of Strongsville by Kelly R. Eckelmeyer and Charis Eckelmeyer by general warranty deed recorded September 29, 2004 as Instrument 200409290596 and further described as follows:

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and in Original Strongsville Township Lot no. 76, Town 5 N, Range 14 W, and bounded and described as follows: being a parcel of land lying on the South side of the centerline of a survey, made by Richland Engineering for the Department of Transportation, and recorded in Book, Page, of the records of Cuyahoga County and being located within the following described points in the boundary thereof: Beginning at the intersection of the centerline of holiday drive and the centerline or right of way of S.R. 82, said intersection being at holiday drive centerline station 10+00 and S.R. 82 centerline of right of way station 66+62.20; thence North $88^{\circ} 40' 50''$ East along the grantor's North property line and the centerline of right of way of S.R. 82 a distance of 45.72 feet to a point on the grantor's northeast property corner, said point being on S.R. 82 centerline of right of way station 67+07.92; thence south $0^{\circ} 54' 45''$ West along the grantor's East property line a distance of 40.03 feet to a point, said point being 40.00 feet South of and at right angles to S.R. 82 centerline or right of way station 65+87.37; thence south $88^{\circ} 40' 50''$ West a distance of 119.00 feet to a point on the grantor's West property line, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way station 65+87.37;

thence North 0° 54' 45" East along the grantor's said property line a distance of 40.03 feet to a point on the grantor's northwest property corner and centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way station 65+88.92; thence North 88° 40' 50" East along the grantor's North property line and centerline of right of way of S.R.82 a distance of 73.28 feet to the place of beginning and containing 0.109 acres, more or less, including the present road which occupies 0.082 acres, more or less. The description for this parcel is based upon a survey made in 1990 under the direction and supervision of David A. Armstrong, Registered surveyor No. 5788. The above described area. 0.190 acres (P.R.O. =0.082 acres), is to be deleted from auditor's Tax Duplicate No. 393-15-012 of the Cuyahoga County Record of Deeds. Grantor reserves the right of ingress and egress to and from any residual area. Grantor claims title by Instrument of record in D.B. 95-4589, Page 49, County Recorder's Office. Being the same premises as conveyed in deed from Household, Realty Corporation recorded 04/30/2013 in Document Number 201304300601, in said County and State.

PPN: 393-15-013

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: PARCEL NO. 1:
And known as being part of Original Strongsville Township Lot No. 76, and bounded and described as follows:

Beginning in the center line of Royalton Road at the Northeasterly corner of land conveyed to Julia Pierce, by deed recorded in Volume 1142, Page 450 of Cuyahoga County Records; thence South 0 degrees 01'15" West 748.47 feet along the Easterly line of said Julia Pierce's land and Easterly line of a parcel of land conveyed to Edward H. Mohn by deed dated April 24, 1912 and recorded in Volume 1380 Page 451 of Cuyahoga County Deed Records to an iron pin found at the Northwesterly corner of land conveyed to Emil D. and H. Dusky by deed dated September 2, 1941 and recorded in Volume 5283, Page 446 of Cuyahoga County Records; thence South 89 degrees 54' 45" East 58.38 feet along said Dusky's Northerly line to an iron pin set at an angle point therein; thence South 72 degrees 26' 05" East 95.97 feet along said Dusky's Northerly line to point thence North 0 degrees 01'15" East 783.46 feet parallel with said Mohn's and Pierces Easterly lines to a point in said center line of Royalton Road; thence South 87 degrees 45' 00" West 150.00 feet along said center line of Royalton Road to the place of beginning, according to a survey by Robert H. Krause, Registered Ohio Surveyor No. 2885, in October 1949 be the same more or less. Parcel No. 2: Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being part of Original Strongsville Township Lot No. 76, and bounded and described as follows: Beginning in the center line of Royalton Road at the Northeasterly corner of a parcel of land conveyed to Erwin A. and Elsie Hunger by deed dated November 4, 1949 and recorded in Volume 6855, Page 333 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to Erwin A. and Elsie Hunger as aforesaid to the Southwesterly corner thereof and the principal place of beginning; thence Easterly along the Southerly line of land so conveyed to Erwin A. and Elsie Hunger and the easterly side of prolongation thereof to the Westerly line of land conveyed to Werner and Margaret Kroeger by deed dated April 3, 1951 and recorded in Volume 7238, Page 622 of Cuyahoga County Records; thence Southerly along said Westerly line to the Northeasterly line of land conveyed to Emil B. and Pattie Dusky by deed dated September 2, 1941 and recorded in Volume 5283, Page 446 of Cuyahoga County Records; thence Northwesterly along said Northeasterly line to the most

Southerly corner of land conveyed to Jean Crowley Cambridge by deed dated June 9, 1950 and recorded in Volume 7028, Page 435 of Cuyahoga County Records; thence Northerly along the Easterly line of land so conveyed to Jean Crowley Cambridge as aforesaid to the place of beginning and being further known as the Easterly 119 feet of the Westerly 269 feet of parcel No. 8 of a survey made by Robert H. Krause, Surveyor, dated October 29 and 30, 1949, of a part of Original Strongsville Township Lot No. 76 be the same more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING: Being a parcel of land lying on the South side of the centerline of a survey, made by Richland Engineering Limited for the Department of Transportation, and recorded in Book ___, Page ___, of the record of Cuyahoga County and being located within the following described points in the boundary thereof; Commencing at the intersection of the centerline of Holiday Drive and the centerline of right of way of S.R. 82, said intersection being at Holiday Drive centerline Station 10 + 00 and S.R. 82 centerline of right of way Station 66 + 62.20; Thence South 88° 40' 50" West along the centerline of right of way of S.R. 82 a distance of 73.28 feet to a point on the Grantor's northeast property corner, said point being on S.R. 82 centerline of right of way Station 65 + 88.92, and also being the place of beginning; Thence South 0° 54' 45" West along the Grantor's East property line a distance of 40.03 feet to a point, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way Station 65 + 87.37; Thence South 88° 40' 50" West a distance of 150.00 feet to a point on the Grantor's West property line, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way Station 64 + 37.37; Thence North 0° 54' 45" East along the Grantor's said property line a distance of 40.03 feet to a point on the Grantors northwest property corner and centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way Station 64 + 38.92; Thence North 88° 40' 50" East along the Grantor's North property line and centerline of right of way of S.R. 82 a distance of 150.00 feet to the place of beginning and containing 0.138 acres, more or less, including the present road with occupies 0.103 acres, more or less. The description for this parcel is based upon a survey made in 1990 under the direction and supervision of David R. Armstrong, Registered Surveyor No. 5788. The above described area, 0.138 acres (P.R.O. = 0.103 acres), is to be deleted from Auditors Tax Duplicate No. 393-15-013 of the Cuyahoga County Record of Deeds. Grantor reserves the right of ingress and egress to and from any residual area. Grantor claims title by instrument of record in D.B. 88-1569, Page 37, County Recorder's Office.

PPN: 393-15-014

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio.

And known as being part of Original Strongsville Township Lot No. 76 and bounded and described as follows: Beginning in the center line of Royalton Road, 60 feet wide, at the Northwestern corner of a parcel of land conveyed to Louise Schneider by deed dated August 23, 1921 and recorded in Volume 2537, Page 191 of Cuyahoga County Deed Records;

Thence South 87° 45' 00" West, 112.50 feet along said center line of Royalton Road to the principal place of beginning;

Thence South 87° 45' 00" West, 112.50 feet along said center line of Royalton Road to a point;

Thence South 0° 01' 15" West, 825.78 feet to a point in the Northeasterly line of land conveyed to Emil B. and H. Dusky by deed dated September 2, 1941 and recorded in Volume 5283, Page 446 of Cuyahoga County Deed Records;

Thence South 72° 26' 05" East, 117.90 feet along said Northeasterly line of Dusky's land to a point;

Thence North 0° 01' 15" East, 865.77 feet to the principal place of beginning. Containing 2.1826 acres of land.

EXCEPTING THEREFROM:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio.

And in original Strongsville Township Lot No. 76, Town 5 N, Range 14 W, and bounded and described as follows:

Being a parcel of land lying on the South side of the centerline of a survey, made by Richland Engineering Limited for The Department of Transportation, and recorded in Book __, Page __, of the Records of Cuyahoga County and being located within the following described points in the boundary thereof:

Commencing at the intersection of the centerline of Holiday Drive and the centerline of Right of Way S.R. 82, said intersection being at Holiday Drive centerline station 10 + 00 and 82 centerline of right of way station 66 + 62.20:

Thence North 88° 40' 50" East along the centerline of right of way of S.R.82, a distance of 45.72 feet to a point on the Grantor's Northwest property corner, said point being on S.R. 82 centerline of right of way station 67 + 07.92, and also being the place of beginning;

Thence continuing North 88° 40' 50" East along the Grantor's North property line and centerline of right of way of S.R. 82, a distance of 112.50 feet to a point on the Grantor's Northeast property corner of said point being on S.R. 82 centerline of right of way station 68 + 20.42;

Thence South 0° 54' 54" West along the Grantor's East property line, a distance of 40.03 feet to a point, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way station 68 + 18.87;

Thence South 88° 40' 50" West, a distance of 112.50 feet to a point on the Grantor's West property line, said point being 40.00 feet South of and at right angles to S.R. 82 centerline of right of way station 67 + 06.37;

Thence North 0° 54' 45" East along the Grantor's said property line, a distance of 40.03 feet to the place of beginning and containing 0.103 acres, more or less, including the present road which occupies 0.077 acres more or less.

The description for this parcel is based upon a survey made in 1990 under the direction and supervision of David A. Armstrong, Registered Surveyor No. 5788.

PPN: 393-15-002, 003, 004 and 008

Situated in the Strongsville of County of Cuyahoga and State of Ohio:

known as being part of original Strongsville Township Lot No. 76 and bounded and described as follows:

Beginning in the centerline of Royalton Road, 60 feet wide, at a point distant N. $88^{\circ} 14' 00''$ E., measured along said centerline 46.52 feet from the centerline of Prospect Road, 60 feet wide, which point is the Northeasterly corner of a parcel of land conveyed to the Cleveland and Southern Railway Company by deed recorded in Volume 779, Page 505 of Cuyahoga County Records of Deeds;

Thence N. $88^{\circ} 14' 00''$ E., along the centerline of Royalton Road, a distance of 380.34 feet to the Northwesterly corner of a parcel of land conveyed to Russell Buckwald and J. Buckwald by deed recorded in Volume 11825, Page 731 of Cuyahoga County Records of Deeds;

Thence S. $0^{\circ} 30' 00''$ W., along the Westerly line of land so conveyed to Russell and J. Buckwald, a distance of 750.00 feet to the Southwesterly corner thereof;

Thence N. $88^{\circ} 14' 00''$ E., paralld with the centerline of Royalton Road, a distance of 270.50 feet to the Southeasterly corner of a parcel of land conveyed to Mary V. Bilinski by deed recorded in Volume 8229, Page 515 of Cuyahoga County Record of Deeds;

Thence N. $0^{\circ} 30' 00''$ E., along the Easterly line of land so conveyed to Mary V. Bilinski, a distance of 750.00 feet to the centerline of Royalton Road;

Thence N. $88^{\circ} 14' 00''$ E., along the centerline of Royalton Road, a distance of 90.16 feet to the Northwesterly corner of a parcel of land conveyed to Harry S. Hobe and B.T. Hobe by deed recorded in Volume 8287, Page 80 of Cuyahoga County Records of Deeds;

Thence S. $0^{\circ} 30' 00''$ W., along the Westerly line of land so conveyed to Harry S. and B.T. Hobe, a distance of 209.00 feet to the Southwesterly corner thereof;

Thence N. $88^{\circ} 14' 00''$ E., paralld with the centerline of Royalton Road, a distance of 209.00 feet, to the Easterly line of a parcel of land conveyed to Gladys M. Rasing by deed recorded in Volume 8403, Page 509 of Cuyahoga County Records of Deeds;

Thence S. $0^{\circ} 30' 00''$ W., along the Easterly line of land so conveyed to Gladys M. Rasing, a distance of 1049.72 feet to the Southeasterly corner thereof;

Thence Due West, along the Southerly line of land so conveyed to Gladys M. Rasing, a distance of 935.06 feet to the Easterly line of land conveyed to the Cleveland and Southern Railway Company as aforesaid;

Thence Due North, along the Easterly line of land conveyed to the Cleveland and Southern Railway Company, a distance of 879.38 feet to a Northeasterly corner thereof;

Thence Due West, along a Northerly line of land so conveyed to the Cleveland and Southern Railway Company, a distance of 3.50 feet to an inner corner thereof;

Thence Due North, along an Easterly line of land so conveyed to the Cleveland And Southern Railway Company, a distance of 350.00 feet to the place of beginning and containing 20.909 acres of land exclusive of the right of way of Royalton Road, be the same more or less but subject to all legal highways, according to the survey of The Henry G. Reitz Engineering Co., Registered Engineers and Surveyors, dated July 1971.

Exhibit A-1

Lot Split and Consolidation Plat

[to be provided by the Developer]

Exhibit B

Developer Improvements

Camden Woods, LLC proposes to construct a new cluster subdivision on approximately 32 acres of property located on the southeast corner of Royalton Road and Prospect Road in the City of Strongsville, Ohio (the "Project Site"). The project will feature 82 cluster commercial homes for rent consisting of approximately 20, three-unit buildings, and 11, two-unit buildings and related site work ("Cluster Homes"). In addition, the project will include approximately 5,000 square feet of retail space, activating an underutilized corner and engaging with the City community.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to construct new roadways, install new utility connections, storm water management systems, landscaping, and streetscape improvements.

Developer expects to start construction of the Cluster Homes in August 2023 and the anticipated duration of construction of the Cluster Homes is approximately fourteen months.

Attached is a site plan which depicts the proposed development upon completion.

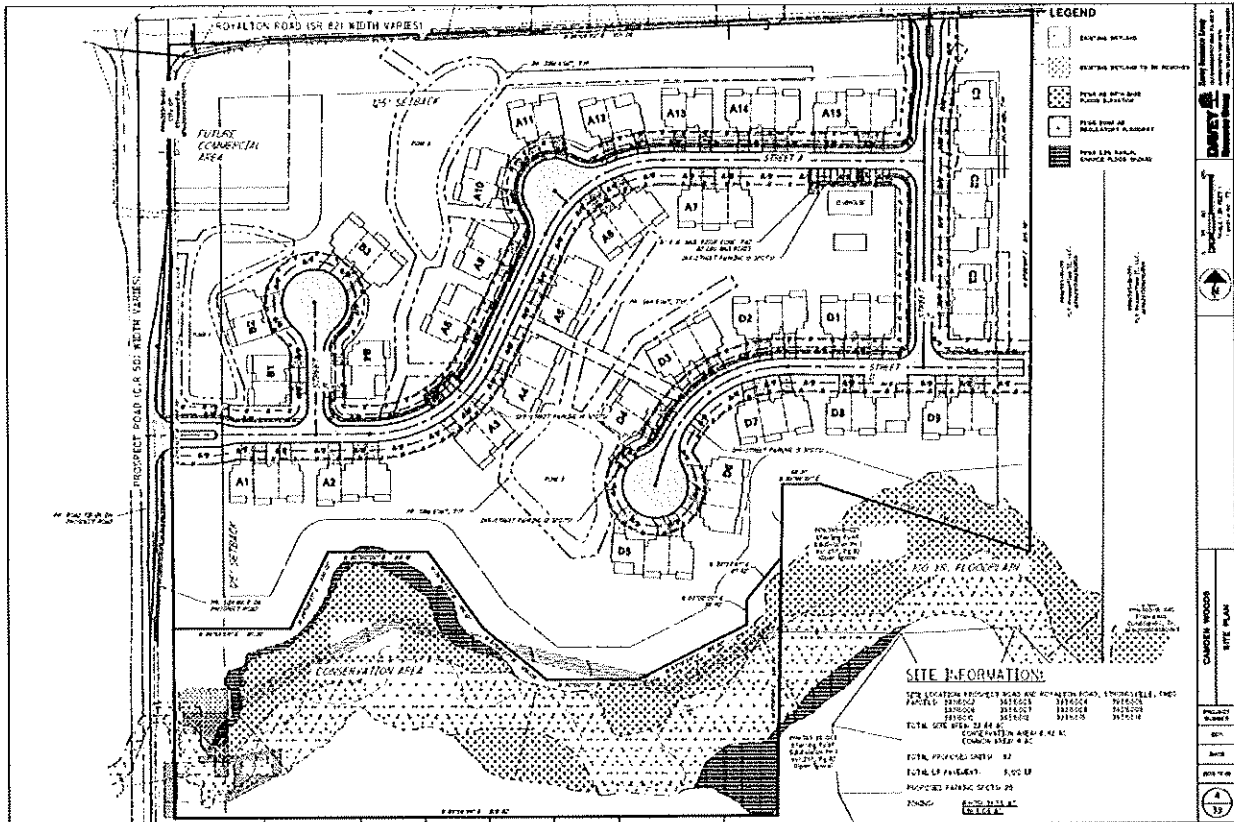


Exhibit C

Public Improvements

The Public Improvements consist of:

<u>TIF Funding Estimates</u>						
CAMDEN WOODS						
As of February 1, 2023						
Category	Description	Quantity	Unit	Unit Price	Amount	Total
"Demolition and Environmental remediation"	Phase 1 Study & Testing	1	Ea	3825.00	\$ 3,825.00	\$ 3,825.00
	Soil Testing - Geotech	1	Ea	11600.00	\$ 11,600.00	\$ 11,600.00
	Cultural Study for Ohio Historic Preservation Office (OHPO)	1	Ea	13500.00	\$ 13,500.00	\$ 13,500.00
	Wetlands Mitigation Cost	1	EA	129650.00	\$ 129,650.00	\$ 129,650.00
	Remove Existing Structures - 8 Houses	1	Ea	71900.00	\$ 71,900.00	\$ 71,900.00
	ACM Surveys	8	Ea	650.00	\$ 5,200.00	\$ 5,200.00
	Asbestos Abatement	1	Ea	30000.00	\$ 30,000.00	\$ 30,000.00
	Land/Tree Clearing	22	Acres	4000.00	\$ 88,000.00	\$ 88,000.00
	Erosion Control	22	Acres	2800.00	\$ 61,600.00	\$ 61,600.00
	Mass Excavation Cuts and Fills	20000	CY	7.00	\$ 140,000.00	\$ 140,000.00
	Strip and Stockpile Topsoil	31200	CY	1.75	\$ 54,600.00	\$ 54,600.00
	Disposal of Excess Material Off-Site	36000	CY	12.00	\$ 432,000.00	\$ 432,000.00
	Subtotal					\$ 1,041,875.00
"water and sewer lines"	Abandon Existing Water Connections	8		2700.00	\$ 21,600.00	\$ 21,600.00
"stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities- CEI Poles	1		25000.00	\$ 25,000.00	\$ 25,000.00
	Hydrants	9		7500.00	\$ 67,500.00	\$ 67,500.00
	Water Main (incl Tees, fittings, reducers)	1	LF	650000.00	\$ 650,000.00	\$ 650,000.00
	Storm Sewer System Drainage	4065	LF	130.00	\$ 528,450.00	\$ 528,450.00
	Sanitary Sewer System	2960	LF	140.00	\$ 414,400.00	\$ 414,400.00
	Underdrains	6440	LF	20.00	\$ 128,800.00	\$ 128,800.00
	Dry Utility Trenching/Conduits	6440	LF	18.00	\$ 115,920.00	\$ 115,920.00
	Subtotal					\$ 1,951,670.00
Public roads and right of ways/easements	Widen Prospect Road & New Sidewalk	1	LS	85000.00	\$ 85,000.00	\$ 85,000.00
	Concrete - Roads/Sidewalks	1	LS	925000.00	\$ 925,000.00	\$ 925,000.00
	Landscaping	1	LS	500000.00	\$ 500,000.00	\$ 500,000.00
	Lighting	1	LS	100000.00	\$ 100,000.00	\$ 100,000.00
	Subtotal					\$ 1,610,000.00
Planning, Engineering, Professional Fee, and So	Civil Engineering	1		90000.00	\$ 90,000.00	\$ 90,000.00
	Architectural Engineering	1		35000.00	\$ 35,000.00	\$ 35,000.00
	Surveying & Plat Consolidation	1		15250.00	\$ 15,250.00	\$ 15,250.00
	Wetland Consulting	1		12825.00	\$ 12,825.00	\$ 12,825.00
	Traffic Study	1		16150.00	\$ 16,150.00	\$ 16,150.00
	Legal Fees	1		50000.00	\$ 50,000.00	\$ 50,000.00
	Insurance	1		75000.00	\$ 75,000.00	\$ 75,000.00
	Real Estate Taxes	1		38750.00	\$ 38,750.00	\$ 38,750.00
	Interest Expense (@6.50%, 14 months)	1		355,000.00	\$ 355,000.00	\$ 355,000.00
	Contingency	1		370,406.00	\$ 370,406.00	\$ 370,406.00
	Financing Costs	1		150,000.00	\$ 150,000.00	\$ 150,000.00
	Subtotal					\$ 1,208,381.00
OVERALL TOTAL						\$ 5,811,926.00

Exhibit D
TIF Ordinance
[See attached]

Exhibit E

Certificate of Allowable Costs

Pursuant to Article II of the Project Development Agreement (the “Development Agreement”), dated as of _____, 2023, between the City of Strongsville, Ohio (the “City”) and Camden Woods, LLC (the “Developer”), the undersigned requests reimbursement of Allowable Costs of the Public Improvements under the Development Agreement. All capitalized terms not otherwise defined in this certificate have the meanings given to them in the Development Agreement:

The undersigned authorized representative of the Developer certifies, represents, and warrants, on behalf of the Developer, to the City, that:

1. I have read to Development Agreement and I have reviewed the appropriate records and documents of the Developer relating to the matters covered by this certificate.
2. The amount and nature, the names and addresses of the payees, invoices, and proof of payment of each item of Allowable Costs of the Public Improvements requested in this certificate to be paid are shown in Schedule 1 attached to this certificate. To the extent that any portion of the Allowable Costs were paid to any affiliate or related entity of the Developer, such amounts were not in excess of what would have otherwise been paid for the same services, materials, or expenses in an arms’ length transaction between the Developer and an unrelated third-party.
3. The total Allowable Costs for Public Improvements is \$_____.
4. The Allowable Costs of the Public Improvements constitute Allowable Costs of the Public Improvements as set forth in the Development Agreement and have not been previously paid or reimbursed by the City or any other governmental entity.
5. The Developer is in compliance in all material respects with all provisions and requirements of the Development Agreement, and no Event of Default by the Developer has occurred and is continuing under the Development Agreement.

Camden Woods, LLC

Authorized Representative

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 048

By: Mayor Perciak and All Members of Council

**A RESOLUTION APPROVING THE APPLICATION OF
HANDLE HILLS FARM, LLC TO PLACE LAND IN AN
AGRICULTURAL DISTRICT.**

WHEREAS, Handle Hills Farm, LLC (Frank and Mary Mehwald) (the "applicant") filed a renewal application with the Clerk of Council to place Permanent Parcel No. 396-01-008, located at 11244 Handle Road in the City of Strongsville ("applicant's land"), which the applicant has owned for many years, into an agricultural district; and

WHEREAS, through passage of Resolution No. 2018-015, this Council previously approved a prior similar application for the same property; and

WHEREAS, on March 9, 2023, the City was notified by the Cuyahoga County Fiscal Office, Appraisal Division, that it has approved the application; and

WHEREAS, this Council held a public hearing on April 3, 2023 within the time prescribed by law, to hear the applicant and any public comments in support of and/or against the granting of the application.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council finds and determines that the application attached hereto as Exhibit A to place applicant's land comprising some 18.92 acres in an agricultural district is in compliance with law and is hereby approved.

Section 2. That the approval of the application to place applicant's land in an agricultural district shall be for the period commencing on the effective date as established by law and ending no later than five (5) years thereafter.

Section 3. That the Clerk of Council be and is hereby directed to forward a certified copy, return receipt requested, of this Resolution to the applicant and the Cuyahoga County Fiscal Office within five (5) days from the date of adoption of this Resolution in accordance with law.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in compliance with all legal requirements.

Section 5. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2023 – 048
Page 2

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2023-048 Amended: _____
1st Rdg. 03-20-23 Ref: COW
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



Cuyahoga County
Together We Thrive

Fiscal Office
Appraisal Department

**ACCEPTANCE OF APPLICATION
FOR PLACEMENT OF FARMLAND
IN AGRICULTURAL DISTRICT**

(O.R.C. SECTION 929.02)

**Handle Hills Farm
Attn: Frank & Mary Mehwald
16892 Woodleaf Rd
Strongsville, Oh 44136 44136**

Thursday, March 9, 2023

The Cuyahoga County Fiscal Office is in receipt of your request for placement of farmland in an Agricultural District. We have reviewed the real property identified in your application received on 2/22/2023.

In accordance with Ohio Revised Code Section 929.02, you are hereby notified that your application meets the requirements of an Agricultural District and has been approved by the Cuyahoga County Fiscal Office.

In addition, you are required to file this application with the Clerk in your municipality at the address below. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

The affected permanent parcel numbers and addresses are:

PARCEL ID	ACREAGE	ADDRESS	TAX DISTRICT
396-01-008	18.92	11244 HANDLE ROAD	650 - STRONGSVILLE

If you have any questions, please e-mail me at Mbrown1@cuyahogacounty.us or call me at 216-698-6590.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Brown".

Michael Brown
CAUV Coordinator /
Appraisal Systems Analyst

Send to: **City Of Strongsville
Aimee Pientka, Clerk Of Council
16099 Foltz Pkwy
Strongsville, OH 44136**

CC: **Lou Gentile, Appraisal Manager**

EXHIBIT A

**APPLICATION FOR PLACEMENT OF
FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)**

(See page 4 for General Information regarding this Application)

New Application _____
Renewal Application 38

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

- o List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- o Describe location of property by roads, etc., and taxing district where located.
- o State whether any portion of land lies within a municipal corporation.
- Note:** See "Where to File" on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well as the County Auditor.
- o A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.
- o If the acreage totals 10 acres or more, do not complete Part D.
- o If the acreage totals less than 10 acres, complete either D (1) or (2).
- o Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

A.

Owner's Name:	FRANK & MARY METHUEN
Owner's Address:	16892 WOODLEAF RD STRONGSVILLE, OH 44136
Owner's Email (optional):¹	MARY.METHUEN@ROADRUNNER.COM
Description of Land as Shown on Property Tax Statement:	396-01-008 HUNTER HILL FARM
Location of Property:	
Street or Road-	11244 HUNTER RD, STRONGSVILLE, OH 44136
County-	CUYAHOGA

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
Cuyahoga	396-01-008	18.92
Total Number of Acres		18.92

- B.** Does any of the land lie within a municipal corporation limit or subject to pending annexation?
Yes _____ No X

If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code?

Yes ✓ No

If NO, complete the following showing how the land was used the past three years:

	<u>ACRES</u>		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry	18.90	18.90	18.90
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

Yes No ✓

If NO, complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2,500.00) dollars or more, or
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred (\$2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

By signing this application, I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Signature of Owner:

Date:

Mary Schumacher

1-31-23

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. 38-2023

Action of County Auditor

Application Approved ☒ Rejected ☐ *

Date Application Filed with County Auditor 02/22/23

Date Filed (if required) with Clerk of Municipal Corporation emailed 3/9/23. Orig. to be mailed by applicant.

County Auditor's Signature Mia K... Date 3/9/23

Date Decision Mailed and Emailed¹ to Applicant 3/9/23

Email Address¹ marymeh@roadrunner.com

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

Action of Legislative Body of Municipal Corporation

Application Approved _____ Approved with Modifications _____ * Rejected _____ *

Date Application Filed with Clerk _____

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed and Emailed¹ to Applicant _____

Email Address¹ _____

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

AUTOMOTIVE

The Post Newspaper
3/25/23

AUTO/TRUCK PARTS

WANTED! Wrecked, Rusted, Salvage Vehicles. Top prices paid. Still the Best! Thompson Towing 330-603-0996.

MOTORCYCLES

A buyer for used motorcycles and parts. Will consider all makes and conditions. 330-335-7365 or info@johnnysvintagemotorcycle.com.

GENERAL

LEGAL NOTICES

CITY OF STRONGSVILLE, OHIO NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, April 3, 2023 at 8:00 p.m., current time**, in the Mike Kalinich, Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Application, which has been filed with the Clerk of Council of the City of Strongsville, entitled:

Application for Placement of Farmland in an Agricultural District: Renewal Application made by Frank and Mary Mehwald, DBA: Handle Hills Farm LLC. Location of Property: 11244 Handle Road, Strongsville, Ohio 44136; Permanent Parcel No. 396-01-008. The Application, dated 02/22/23, was approved by the Cuyahoga County Fiscal Officer on 03/09/23 as having met the requirements of an agricultural district. The application was filed with the Clerk of Council of the City of Strongsville on March 9, 2023 (via email).

The Application is on file in the office of the Clerk of Council, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any interested person or representative of an interested person may appear at the time and place set forth above in support of or to contest the granting of the Application.

BY ORDER OF THE COUNCIL OF
THE CITY OF STRONGSVILLE, OHIO:
Aimee Pientka, MMC
Clerk of Council

LEGAL NOTICE – AUCTION

Chippewa Self Storage: Saturday, April 15th, 2022 at 9am. Located at 259 Collier Drive, Doylestown. Phone: 330-658-3100. Unit #142, 10 x 10: Miscellaneous items. Tim Wiesen, 353 Collier Dr., Doylestown, OH 44230. \$50 deposit required. Remove items on sale date.

LEGAL NOTICE – AUCTION

Chippewa Self Storage: Saturday, April 15th, 2022 at 9am. Located at 259 Collier Drive, Doylestown. Phone: 330-658-3100. Unit #185, 10 x 20: Miscellaneous items. Amanda Smead, 177 S. Main Street, #1, Rittman, OH 44270. \$50 deposit required. Remove items on sale date.



Legal Advertisement

CITY OF STRONGSVILLE, OHIO

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BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

Aimee Pientka, MMC
Clerk of Council

pd, march 26, 2023 - 0010606657

Legal Advertisement

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

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The Application is on file in the office of the Clerk of Council, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any interested person or representative of an interested person may appear at the time and place set forth above in support of or to contest the granting of the Application.

BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 049

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE RESURFACING OF HOWE ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2023-031, the City advertised and received bids for the Howe Road Resurfacing Project; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such resurfacing project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby finds and determines that the bid submitted by **KARVO COMPANIES, INC.**, for the resurfacing of Howe Road, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this project are hereby rejected.

Section 2. That accordingly, the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,457,516.00 for the resurfacing of Howe Road, in connection with the Howe Road Resurfacing Project, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve public roadways in the City, to ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 049
Page 2

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-049 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 050

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A CONTRACT FOR THE RESURFACING OF PROSPECT ROAD
IN THE CITY OF STRONGSVILLE, AND DECLARING AN
EMERGENCY.**

WHEREAS, by and through Resolution No. 2023-032, the City advertised and received bids for the Prospect Road Resurfacing Project; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such resurfacing project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby finds and determines that the bid submitted by **KARVO COMPANIES, INC.**, for the resurfacing of Prospect Road, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this project are hereby rejected.

Section 2. That accordingly, the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,588,504.50 for the resurfacing of Prospect Road, in connection with the Prospect Road Resurfacing Project, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve public roadways in the City, to ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 050
Page 2

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-050 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 051

By: Mayor Perciak and All Members of Council

A RESOLUTION REJECTING THE BID SUBMITTED FOR THE STRONGSVILLE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574) IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Resolution No. 2023-026, this Council previously authorized the Mayor to advertise for bids for the Whitney Road Covered Bridge Project; and

WHEREAS, pursuant to the invitation for bids, only one (1) bid was timely received; and

WHEREAS, pursuant to Ohio Revised Code Section 153.12, the Administration and Council are required to reject the bid received and re-advertise for bids because the total bid/contract price for the project exceeds the published City Engineer's total estimate of costs by substantially more than ten percent (10%).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That for the foregoing reason, this Council finds and determines that the bid submitted for the Whitney Road Covered Bridge Project is hereby rejected.

Section 2. That the Mayor be and is hereby authorized to re-advertise for bids for the Whitney Road Covered Bridge Project, consisting of replacement of the superstructure and wood covering of the Whitney Road bridge over the East Branch of Rocky River, including minimal replacement of approach pavement, sidewalks and traffic control, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 3. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund and any other Federal, State or local funds which may be available for this purpose.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is immediately necessary to re-advertise for bids in order that the Project may commence in a timely manner, to commence such project to proceed with the necessary critical repairs and improvements to the City's Covered Bridge, and conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2023 – 051
Page 2

force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES

Ord. No. 2023-051 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 052

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF STRONGSVILLE POLICE DEPARTMENT AND THE
SOUTHWEST GENERAL POLICE DEPARTMENT, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Southwest General Police Department ("Southwest") desires to enter into a Memorandum of Understanding ("MOU") with the City of Strongsville Police Department, which would allow the Southwest officers to exercise their police powers within the property of the Strongsville Medical Center and the Thomas P. Perciak Family Residential Hospice, which are located within the City of Strongsville, and owned and operated by Southwest General Health Center; and

WHEREAS, the City of Strongsville is desirous of entering into such Memorandum of Understanding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor and City of Strongsville Police Department be and are hereby authorized and directed to enter into a Memorandum of Understanding with the Southwest General Police Department, which would allow Southwest's police officers to exercise their police powers within the property of the Strongsville Medical Center and the Thomas P. Perciak Family Residential Hospice, and to operate pursuant to the Memorandum of Understanding in the form attached hereto as Exhibit "A" and incorporated herein.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council; and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to enter into such Agreement in order for the Southwest General Police Department to exercise their police powers within the City of Strongsville at the Southwest General facilities, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 052
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-052 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STRONGSVILLE POLICE DEPARTMENT
AND THE
SOUTHWEST GENERAL POLICE DEPARTMENT**

PURPOSE:

The purpose of this Agreement is to enable Southwest General Police Officers to act with police authority while on the property of the Strongsville Medical Center (hereinafter "Center") and Thomas P. Perciak Family Residential Hospice (hereinafter "Hospice"), which are owned and operated by Southwest General Health Center, and are located within the City of Strongsville. The following Memorandum of Understanding ("MOU") outlines the standards and criteria to govern the interaction and cooperation between Strongsville Police Department (hereinafter "SPD"), and the Southwest General Police Department (hereinafter "SWGPD").

POLICY:

As authorized by Section 4973.17 of the Ohio Revised Code, Southwest General Health Center has established the SWGPD as an independent police department. The SWGPD has been commissioned by the Governor of the State of Ohio, pursuant to the Revised Code Section 4973.17. It is understood that these commissions grant authority to the commissioned members of SWGPD to act as police officers under the laws of the State of Ohio, including all authority and rights pertaining thereto.

The authority for SWGPD to function as an independent police department under ORC 4973.17 at the Southwest General facilities located in Strongsville is based on the recommendation and approval of the Chief of the SPD.

PROCEDURE:

I. CONCURRENT JURISDICTION

- A. The SPD and the SWGPD shall exercise concurrent jurisdiction over the enforcement of laws relative to suspected criminal violations that arise from incidents on the property of the Center and Hospice. The SPD remains obligated to preserve the peace and protect lives and property within the borders of Strongsville, which includes these Southwest General facilities. As such, personnel of the SPD have overriding authority of enforcing the law on the grounds of the Center and Hospice.
- B. The following operational procedures have been developed for the purpose of establishing a cohesive working relationship between the SPD and the SWGPD.

II. RESPONSIBILITIES OF THE SOUTHWEST GENERAL POLICE DEPARTMENT AND THE STRONGSVILLE POLICE DEPARTMENT

A. Reporting of Offenses

1. For criminal offenses that occur on the grounds of the Center and Hospice, the SWGPD shall, if requested, provide SPD with any/all appropriate documentation of SWGPD reports and evidence gathered.
2. For any parking or traffic incidents/offenses occurring on the grounds of the Center and Hospice, the SWGPD may issue traffic citations and complete Ohio Traffic Crash Reports, and forward such citations and reports to Berea Municipal Court. If requested, copies will be sent to SPD.

B. Criminal Investigations

1. In cooperation with the SPD, the SWGPD shall have the authority to investigate any suspected misdemeanor or felony offenses committed in relation to the Center and Hospice, including the procurement of warrants. The SWGPD will provide any appropriate reports, evidence, and other cooperation to enable the SPD to perform any follow-up investigation relative to suspected offenses occurring on the grounds of the Center and Hospice. It is understood that the Governor's commission received pursuant to Ohio Revised Code Section 4973.17 permits the SWGPD, where necessity may arise, to conduct pursuit, follow up, and investigative work which may extend beyond the property line of the Strongsville Ambulatory Care Center and Hospice.

C. Processing and confinement of persons detained and arrested pursuant to incidents at the Center and Hospice.

1. It is agreed and provided for in the Governor's Commission, pursuant to Ohio Revised Code Section 4973.17, that the SWGPD may process, detain, search, and/or arrest persons suspected of misdemeanor, felony or parking/traffic offenses for a reasonable time, under reasonable conditions. The SWGPD shall only detain and confine persons suspected of misdemeanor or felony crimes for such time as is reasonably necessary under the circumstances. SWGPD will be responsible for all costs, transports and procedures related to persons that need to be held in jail pending court proceedings.

III. COMMUNICATIONS

A. Telephone complaints and radio dispatch protocol

1. As the Center and Hospice is within the jurisdiction of the city of Strongsville, the SPD radio dispatchers, upon receipt of a request for service on the grounds of the Center and Hospice, shall dispatch a zone car(s) to answer such requests in accordance with SPD procedures.

2. At the discretion of SPD and its supervisory staff, the radio dispatcher may contact the SWGPD and advise them to handle this request for service in lieu of sending a SPD officer there for non-emergency calls.

IV. JAIL BOOKING PROCEDURES RELATIVE TO ARRESTS MADE BY THE SOUTHWEST GENERAL HEALTH CENTER POLICE DEPARTMENT

A. Arrest Procedures

1. A suspect arrested by the SWGPD in connection with a misdemeanor or felony offense may be conveyed by the SWGPD to an appropriate holding facility. SWGPD will handle all booking procedures unless SPD requests to handle the booking at their facility. SWGPD will notify SPD for all arrests made by SWGPD.

V. INDEMNITY

- A. Southwest General Health Center and SWGPD agree to indemnify and hold harmless the city of Strongsville, SPD, and its representatives, employees, insurers, heirs, executors, administrators, successors, and assigns, from any claim, suit, verdict or judgement, in the event any person undertakes to pursue any claim for money damages or other causes of action, including claims for loss of service, consortium, society, or companionship, wrongful death, and claims for damages and expenses, arising out of the protocol herein recited. Such claims, for which indemnity is to be provided by Southwest General Health Center, include but are not limited to any claims arising from negligence, oversight requirements provided by federal or state law, or local ordinances, false imprisonment, unlawful arrest, negligent or intentional infliction of emotional distress, trespass, violation of state or federal constitutional rights, or violations of 42 U.S.C. 1983.

VI. APPROVAL

- A. In signing this Memorandum of Understanding, the Chief of Police for SPD hereby gives approval to Southwest General Health Center to permit persons approved as police officers for SWGPD to engage in law enforcement duties on the property of the Center and Hospice, located at 18181 Pearl Road, Strongsville Ohio.

CITY OF STRONGSVILLE

By: _____

Its: Thomas P. Perciak, Mayor

By: _____

Its: Mark Fender, Chief of Police

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, and Mark Fender, its Chief of Police, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said municipal corporation, and their free act and deed as officers thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2023.

Notary Public

Southwest General Police Department
Chief of Police

Southwest General Hospital
Vice President

COUNTY OF CUYAHOGA

On this _____ day of _____

Notary Public

My commission expires:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 053

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, IN CONNECTION WITH FUNDS AVAILABLE FROM THE STATE OF OHIO BODY-WORN CAMERA GRANT PROGRAM, FOR THE CITY OF STRONGSVILLE POLICE DEPARTMENT'S HIRING OF RECORDS ROOM STAFF PERSONNEL; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Office of Criminal Justice Services ("OCJS") is a division of the Ohio Department of Public Safety, and is the lead justice planning assistance office for the State of Ohio, administering millions of dollars in State and Federal criminal justice funding every year; and

WHEREAS, Governor Mike DeWine has designated OCJS to administer the 2023 Ohio Body-Worn Camera Grant Program; and

WHEREAS, in order to submit a timely grant application for such funds, the City of Strongsville Police Department has applied for funding through the Body-Worn Grant Program to hire an additional records room staff member to fulfill public records requests for Body-Worn Camera video; and

WHEREAS, the City has been notified that the application for funding has been approved; and the City is desirous of accepting such award.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Office of Criminal Justice Services, Division of the Ohio Department of Public Safety, for the award of grant funds to be utilized in connection with hiring personnel for the City of Strongsville Police Department in order that requests for Body-Worn Camera footage may be fulfilled in a timely manner.

Section 2. That this Council hereby accepts the award of \$79,089.68 in connection with the State of Ohio Body-Worn Camera Grant Program.

Section 3. That this Council hereby authorizes the Mayor, Director of Finance, Chief of Police and/or other appropriate officers of the City to provide and execute a Subgrant Award Agreement attached hereto as Exhibit A and incorporated herein, and to deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 053

Page 2

Section 4. That any funds required to meet the City's obligations under said application and award of grant funds have been appropriated and shall be paid from the General Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the filing of the application in order to meet the filing deadline, authorize execution of an agreement, accept funding, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-053 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 054

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer's salary, excluding fringe benefits, for a certified DARE officer and also provides a percentage of the cost for School Resource Officers; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and two (2) certified School Resource Officers, for the 2023-2024 school year; and

WHEREAS, when the City is advised that its application for funding under the DARE Grant Program is approved, the City is desirous of accepting such award.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2023-2024 DARE Grants Program for funding for the salary of one (1) certified DARE officer and two (2) certified School Resource Officers, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

Section 2. That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2023-2024 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That the monies received and the funds required to meet the City's obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 054

Page 2

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2023-2024 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-054 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 055

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$9,600,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2021-049, passed on April 5, 2021, there were issued \$7,000,000 of notes in anticipation of bonds for the purpose stated in Section 1 as part of the City's \$11,000,000 Street Improvement Notes, Series 2021, which notes were retired at maturity with \$7,000,000 of notes (the Outstanding Notes) as part of the City's \$10,000,000 Street Improvement Notes, Series 2022, issued pursuant to Ordinance No. 2022-060, passed on April 4, 2022, which Outstanding Notes mature on June 8, 2023; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with \$6,000,000 of the proceeds of the Notes described in Section 3 and other funds available to the City and provide an additional \$3,600,000 for the purpose stated in Section 1; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 15 years and the maximum maturity of (i) \$6,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is June 9, 2041, and (ii) \$3,600,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, THAT:

Section 1. Authorized Principal Amount and Purpose of Anticipated Bonds. It is necessary to issue bonds of the City in the aggregate principal amount of \$9,600,000 (the Bonds) for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2024, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2024, and the first principal payment on the Bonds is estimated to be December 1, 2025.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$9,600,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds to retire, together with other funds available to the City, the Outstanding Notes and to provide additional money for the purpose stated

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2023 – 055

Page 2

in Section 1. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be

transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par at private sale by the Director of Finance to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes

signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the \$3,600,000 portion of the Notes and related Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the \$3,600,000 portion of the Notes and related Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the

CITY OF STRONGSVILLE, OHIO
Ordinance No. 2023 – 055
Page 5

State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

In each year, to the extent money from payments in lieu of taxes is available for the payment of debt charges on the \$6,000,000 portion of the Notes and related Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the \$6,000,000 portion of the Notes and related Bonds shall be paid from payments in lieu of taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City covenants, subject and pursuant to such authority, including particularly Section 133.04(B)(8) of the Revised Code, to appropriate annually from those payments in lieu of taxes such amounts as are necessary to meet those annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2023 – 055

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paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds,

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2023 – 055

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enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to sell the Notes at the earliest possible date, which is necessary to enable the City to (i) retire the Outstanding Notes and thereby preserve its credit and (ii) enter into contracts for the improvement which is needed to eliminate existing and potential hazards to vehicular and pedestrian traffic in the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

Date Passed: _____

Yea

Nay

Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-055 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$9,600,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 15 years, being my estimate of the life or period of usefulness of the improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of (i) \$6,000,000 of the Notes is June 9, 2041, which is 20 years from June 9, 2021, the date of issuance of the original notes issued for this purpose, and (ii) \$3,600,000 of the Notes is 240 months from their date of issuance.

Dated: April 3, 2023



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 056

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS UNDER THE 2023 COUNTY ROAD PREVENTATIVE MAINTENANCE REIMBURSEMENT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Cuyahoga County Department of Public Works solicited for projects to be considered as part of the County Road Preventive Maintenance Reimbursement Program for 2023; and

WHEREAS, this County funding program will reimburse the material costs used for routine maintenance performed on County roads during the 2023 calendar year such as crack sealing, minor resurfacing, drainage structure repairs and asphalt rejuvenation; and

WHEREAS, in order to meet the deadline for submission of an application to receive these funds through this Cuyahoga County program, the City has filed an application for reimbursement of funds to be expended on various City road projects being implemented for asphalt rejuvenation and pavement resurfacing; and

WHEREAS, the City has been advised that its application for funding under the preventative maintenance program has been approved in the total amount of \$188,775.00, and the City is desirous of accepting such award.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby ratifies and approves the Mayor and Director of Public Service submitting an application for financial assistance in connection with the Cuyahoga County 2023 County Road Preventative Maintenance Reimbursement Program, in the form on file with the Director of Public Service.

Section 2. That this Council hereby approves the acceptance of the award of \$188,775.00 under such County Reimbursement Program, and hereby authorizes the Mayor, Director of Finance, Director of Public Service, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 3. That any advance of funds under this Ordinance will be made from the Street Construction, Maintenance & Repair Fund, subject to reimbursement under the Program.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 056

Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the submission of such application for financial assistance in order to meet the application deadline, to accept such reimbursement of funds, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-056 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 057

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council finds that the Service Department of the City of Strongsville is in possession of certain equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit A and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 057

Page 2

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-057 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

SCAG Mower Going to gov Deals

Scag 11

Model# STT-35BV-SS

Serial# A 9000030

HRS. 3558

Scag 12A

Model# STT-35BV-SS

Serial# A9000168

HRS. 3734

Scag 12

Model# STC48A-19KA

Serial# A4804803

HRS. 2231

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 058

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 8810 Pearl Road (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012), in the City of Strongsville, from GB (General Business) classification to R-RS (Restaurant-Recreational Services) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: _____

Referred to Planning Commission

Second reading: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 058

Page 2

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-058 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

Record Description

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio:

And known as being Sublots Nos. 74, 75, 76, 77, in H.F. Redick's Metropolitan Estates No. 1 Subdivision, of part of Original Strongsville Township Lots Nos. 50 and 51, as shown by the recorded plat in Volume 111 of Maps, page 16, of the Cuyahoga County Records, and together forming a parcel of land having a frontage of 175 feet on the Northwestern side of Pearl Road, 39.27 feet on the curved turnout between said Northwestern line and the Northeasterly line of Broxton Drive, and extending back 150 feet deep on the line, 125.03 feet on the Southwesterly line, being also in the Northeasterly line of Broxton Drive, and is 201.70 feet wide in the rear, as appears by said plat.

PPN: 395-06-009 (including 395-06-010, 011, and 012)

The lands surveyed, shown and described hereon are the same lands as described in the Title Commitment provided by Chicago Title Insurance Company, Commitment No. 2253620327, dated September 6, 2022.

8810 Pearl Road
NV5 Project No. 202205602, 001
Village Motel
8810 Pearl Road, Strongsville, OH 44136

based upon Title Commitment No. 2253620327
of Chicago Title Insurance Company
bearing an effective date of 9/06/2022 at 6:59 a.m.

Surveyor's Certification

To: Chicago Title Insurance Company; DB Operating Company, a Delaware corporation and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1(except those States exempt), 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, and 19 of Table A thereof. The field work was completed on October 20, 2022.

David J. Kuethe 2-21-23

David J. Kuethe
Registration No. 7911
In the State of Ohio
Date of Survey: October 20, 2022
Date of Last Revision: January 18, 2023
Network Project No. 202205602-001 CMP



EXHIBIT A

PETITION FOR ZONING CHANGE

Ordinance Number: 2023-058

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class GB use to a class R-RS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: _____

The request for the zoning change is due to the fact that while the General Business district does permit a restaurant, it does not permit it as a single business on the property. A zoning change to Restaurant-Recreational Services will permit a single business on the property.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

A restaurant would be permitted on the property if it had a shared party wall with another similar business. The zoning change does not materially change the permitted use on the property.

The additional of a Dunkin' in keeping with other nearby businesses along Pearl Road.

Please list other supporting documents (if any) which accompany this petition:

1. Schematic Site Plan for Proposed Dunkin'
2. Schematic Exterior Elevations for Proposed Dunkin'
3. ALTA Survey

THE PROPOSED USE OF THE PROPERTY IS: Dunkin' drive thru and dine in restaurant.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Elizabeth Eaken, Architect (as limited agent to purchaser)

Address: 175 East Erie Street, Suite 303 Kent, Ohio 44240

Telephone Number: 330-221-4261

Eva C. Shepard
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 27th day of March, 2023



KOURTNEY THOMAS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-12-24

[Signature]
Notary Public
My commission expires: 8-12-24

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2023-058

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 8810 Pearl Road

Permanent Parcel No.: PPN 395-06-009, 395-06-010, 395-06-011, 395-06-012

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Northwest corner of Pearl Road and Broxton Drive

Number and type of buildings which now occupy property (if any): 1 building, motel

Acreage: .69 acre

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): _____

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: _____

Owner(s)	Percent of Ownership:
1. <u>James J. Shepard</u>	<u>50</u> %
2. <u>Eva C. Shepard</u>	<u>50</u> %
3. _____	_____ %

Eva C. Shepard
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 27th day of March, 2023.



KOURTNEY THOMAS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
08-12-24

[Signature]
Notary Public

My commission expires 8-12-24

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

March 7, 2023

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Re: Application for Zoning Change
8810 Pearl Road

Dear Planning Commission and Council Members,

My name is Elizabeth Eaken, and I am a Principal Architect with Metis Design Services, LLC. Accompanying this letter, please find application and documentation for the requested zoning change for 8810 Pearl Road. The property is currently zoned as zoned GB General Business and our request is to rezone to R-RS Restaurant - Recreational Services.

The proposed development for the property is a Dunkin' Drive Thru and Dine-in Restaurant. While a Dunkin' with drive through would be permitted in the General Business Zoning District, it is not permitted as a stand-alone building. It is for this reason we are requesting the zoning change to Restaurant – Recreational Services.

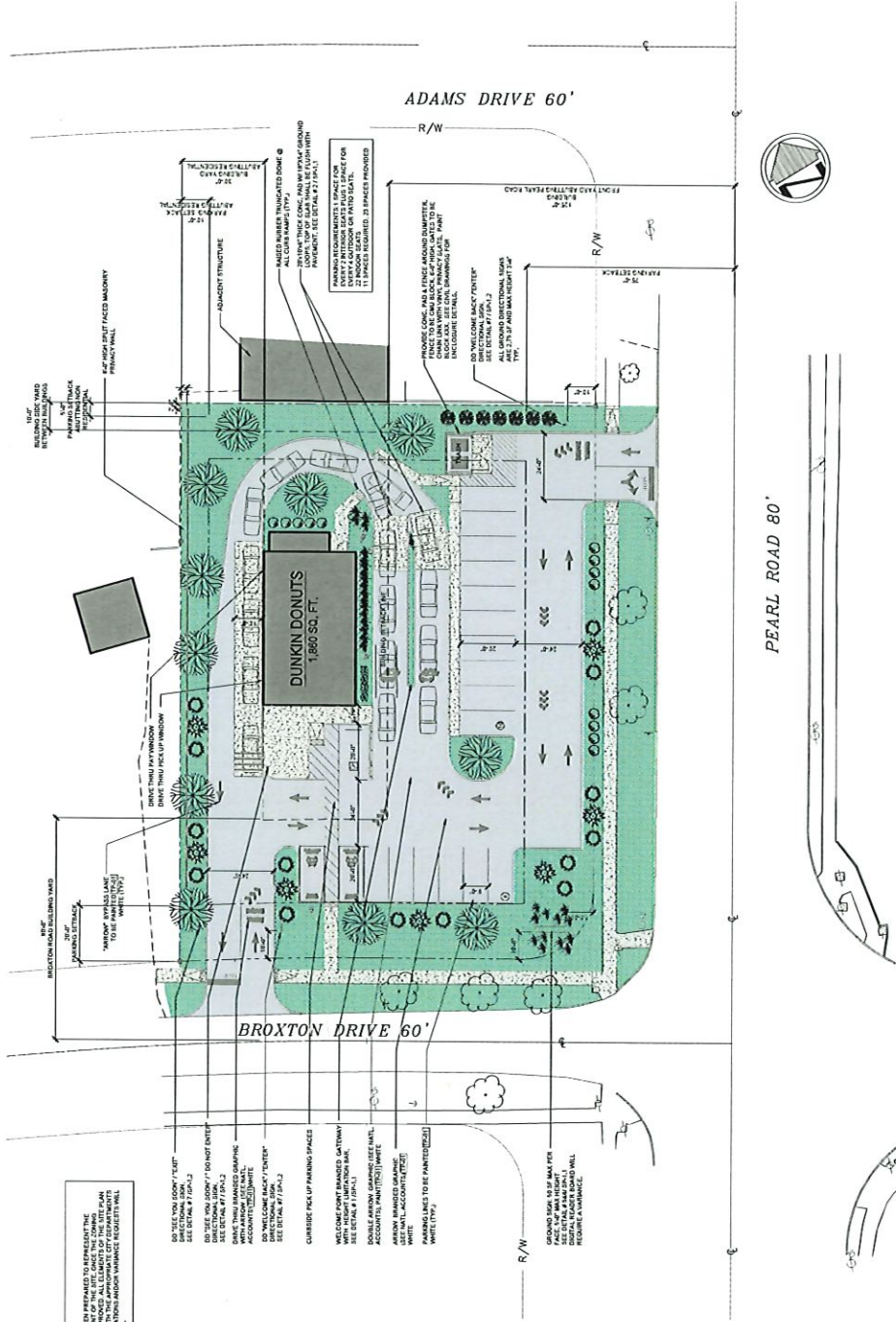
In addition to the required documentation, I have provided a schematic site plan and elevations for your reference.

I appreciate your thoughtful review of this application.

Sincerely,



Elizabeth Eaken, AIA, LEED AP BD+C
Architect



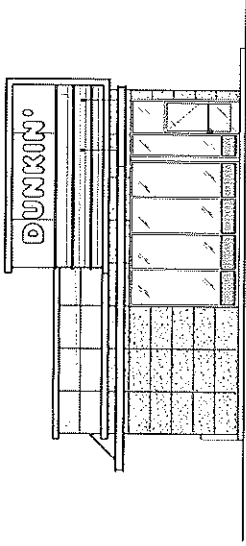
NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

4	REAR ELEVATION	NOTE
---	----------------	------

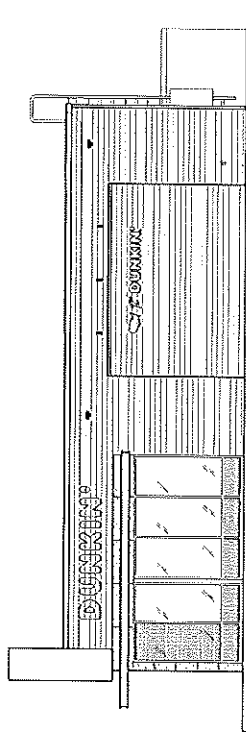
8801 Pearl Road Strongsville, Ohio 44154	REPRESENTATIVE ELEVATIONS	PC NUMBER: 364443 PROJECT NUMBER: D23-024
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[illegible]

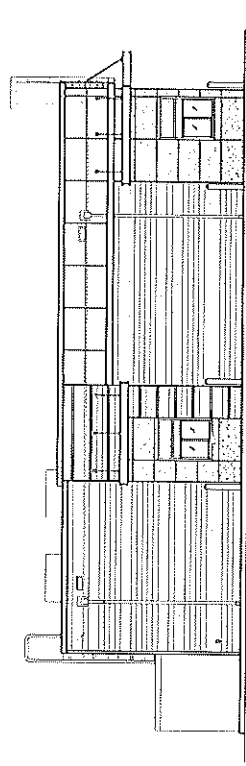
dukn!



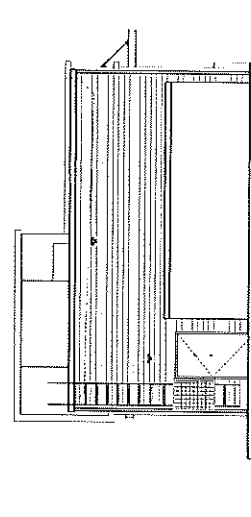
1	BRÖXTON ROAD ELEVATION
---	------------------------



2	PEARL ROAD ELEVATION	NOTE
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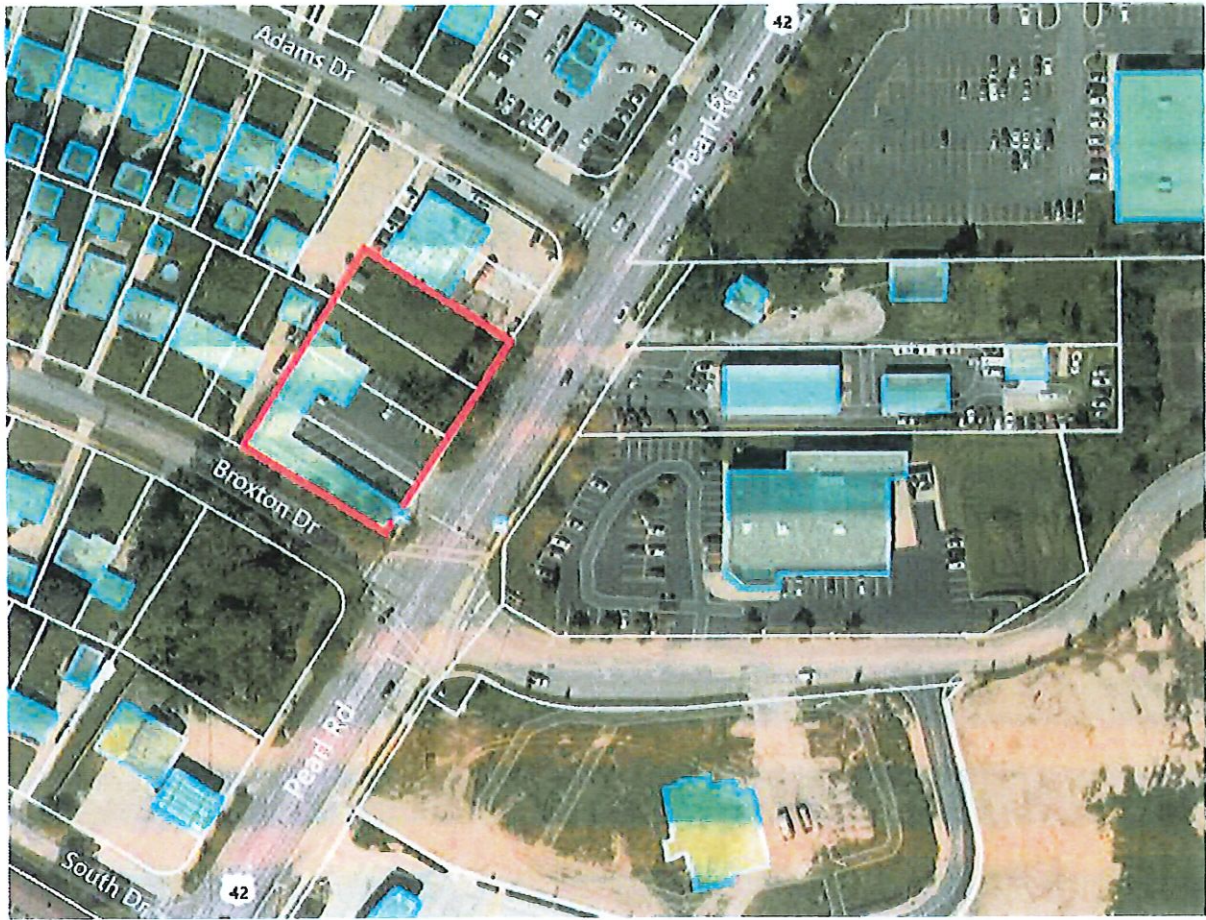


3	DRIVE THRU ELEVATION	NOTE
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4	REAR ELEVATION	NOTE
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Exhibit A – Site Plan of the Premises



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Marialena Beach, Council Secretary

DATE: March 20, 2023

SUBJECT: Rezoning Application
Owners: James J. Shepard & Eva C. Shepard
Agent: Elizabeth Eaken, Architect
PPNs: 395-06-009, 395-01-010 & 395-06-011
Address: 8810 Pearl Rd.
From: General Business (GB) to Restaurant – Recreational Services (R-RS)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

MB
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: March 22, 2023

Re: Rezoning Application
James J. Shepard & Eva C. Shepard
PPN's 395-06-009, 395-06-010, 395-06-011 & 395-06-012
From GB to R-RS

Neal,

The legal description included in the Clerk of Council's March 20, 2023 memo accurately describes the parcels to be rezoned.

However, the application listed the incorrect parcel numbers. See corrected parcel numbers referenced above.

Please feel free to contact me with any questions.

Thank you.

* Note - Clerk advised agent. Resubmitted was a new notarized Property description form which is attached to the legislation. - akp *