



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

September 17, 2015

MEETING NOTICE

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

City Council has scheduled the following meetings for **Monday, September 21, 2015**, 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 and Engineering Committee will meet to discuss Ordinance Nos. 2015-186, 2015-187 and Resolution No. 2015-188.

Finance Committee will meet to discuss Ordinance No. 2015-189.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2015-190, 2015-191 and 2015-192.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2015-193.

Economic Development Committee will meet to discuss Resolution No. 2015-194 and other items pertinent to the committee.

Committee of the Whole will meet to discuss Ordinance Nos. 2015-195, 2015-196 and Resolution No. 2015-197. The Council will then consider a motion to adjourn into **Executive Session** with the Law Director concerning pending litigation; and also for the purpose of meeting with the Mayor and Law Director to discuss the appointment of personnel.

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, CMC
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 21, 2015 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:
 - *Council Meeting – September 8, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Mayor's Special Award presented to Dr. Glenn W. Goist for his service as a member of the City's Board of Zoning Appeals.*
 - *Economic Development Director Brent Painter will introduce NOACA representatives Joshua Naramore and Ryan Noles who will give a presentation of the Strongsville Town Center District Redevelopment Plan.*
7. REPORTS OF COUNCIL COMMITTEE:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2015-186 by Mr. Maloney. 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 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009).
- Ordinance No. 2015-187 by Mr. Maloney. 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 VACANT REAL ESTATE, PART OF LAND LOCATED AT 18256 DRAKE ROAD NEAR PEARL ROAD, IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PART OF PPN 397-17-006).
- Resolution No. 2015-188 by Mayor Perciak and Mr. Maloney. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT 2016 (Cuy.-42-1.98) (PID No. 100240), IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-189 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE FOR THE YEAR 2015 AND REPEALING ORDINANCE NO. 2015-145.
- Ordinance No. 2015-190 by Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS UNITS AND COMPRESSED AIR CYLINDERS TO BE USED BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT; AUTHORIZING FUTURE REPAIRS AND MAINTENANCE TO THE FIRE DEPARTMENT'S INVENTORY OF APPARATUS UNITS AND AIR CYLINDERS, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-191 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE DIRECTOR OF THE BUREAU OF JUSTICE ASSISTANCE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-192 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEARS 2016 AND 2017, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-193 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ENTER INTO A CITY MARKETING PLATFORM AGREEMENT FOR PROFESSIONAL ADVERTISING AGENCY, MARKETING AND RELATED CONSULTING SERVICES IN CONNECTION WITH PROMOTION OF RECREATION DEPARTMENT PROGRAMS, EVENTS AND BULLETINS, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-194 by Mayor Perciak and All Members of Council. A RESOLUTION OF APPRECIATION TO THE NORTHEAST OHIO AREA-WIDE COORDINATING AGENCY (NOACA) FOR UNDERTAKING A STUDY AND PREPARING A REPORT CONCERNING THE STRONGSVILLE TOWN CENTER WHICH WILL FACILITATE FURTHER ECONOMIC DEVELOPMENT IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-195 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 OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) 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.
- Ordinance No. 2015-196 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT AND A CONSTRUCTION AGENCY AGREEMENT WITH CAMERON-ALLIE DEVELOPMENT GROUP LLC, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-197 by Mayor Perciak and All Members of Council. A RESOLUTION SUPPORTING THE PASSAGE OF TAX LEVY ISSUE NO. 108, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 3, 2015, IN CONNECTION WITH RE-CONSTRUCTION, RESURFACING AND REPAIR OF VARIOUS STREETS IN THE CITY OF STRONGSVILLE.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 186

By: Mr. Maloney

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 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009).

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 21453 Royalton Road, from GI (General Industrial) classification to PF (Public Facilities) classification (PPNs 392-16-004; 392-16-005; 392-14-004; and part of 392-16-009), which property is more fully described in Exhibit A and as depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change 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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: _____ Referred to Planning Commission
Second reading: _____
Third reading: _____ Approved: _____
Public Hearing: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 186
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2015-186 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

Permanent 392-16-009
Parcel #:

Type Instrument: Warranty Deed
Tax District #: 3340
Grantee: VAV ENTERPRISE, LLC
Balance Assumed: \$ 0.00
Total Consideration: \$ 30,000.00
Conv. Fee Paid: \$ 120.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: Chicago Title Insurance C
Exempt Code:

Date: 8/6/2013 3:52:00 PM
Tax List Year: 2013
Land Use Code: 3030
Land Value: 117,400
Building Value: 0
Total Value: 117,400
Rcpt: B-06062013-10
Inst #: 605526
Check #: 8137

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEED 8/6/2013 3:59:31 PM
201308060772


Cuyahoga County Fiscal Officer

GENERAL WARRANTY DEED

589130243

KNOW ALL MEN BY THESE PRESENTS THAT OPTIMUS DEVELOPMENT, LLC, an Ohio Limited Liability Company, referred to as "GRANTOR", for valuable consideration paid, grants, with covenants of General Warranty, to VAV ENTERPRISE, LLC, referred to as "GRANTEE", whose tax mailing is:

13500 Drake Road, Strongsville Ohio 44149

the following real property:

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

And known as being part of Original Strongsville Township Lot No. 86 and being more particularly described as follows:

Beginning at 5/8 inch iron pin monument found at the intersection of the centerline of Royalton Road (width varies), and the centerline of Prospect Road (60 feet wide), said point also being the Southeasterly corner of said Lot No. 86;

Thence along the centerline of Prospect Road and the Easterly line of said Lot No. 86, North 00 deg. 26' 26" East, a distance of 1129.22 feet to the Southeasterly corner of a parcel of land formerly conveyed to Pat Patty by deed dated November 12, 1928 and recorded in Volume 3801, Page 90 of Cuyahoga County Records and the principal place of beginning for the parcel described herein:

Course 1:

Thence along the centerline of Prospect Road, South 00 deg. 26' 26" West, a distance of 75.00 feet to the Northeasterly corner of a parcel of land formerly conveyed to The General Standard Co. by deed dated September 8, 1967 and recorded in Volume 12157, Page 199 of Cuyahoga County Records;

Course 2:

Thence along the Northerly line of said lands formerly conveyed to The General Standard Co., South 89 deg. 34' 15" West, passing over the Westerly line of Prospect Road, at a distance of 30.00 feet, witnessed by a 5/8 inch iron pin found 0.11 feet North, 0.08 feet West therefrom, a total distance of 533.67 feet to the Southeasterly line of the B & O Railroad (66 feet in width), formerly known as the Cleveland Lorain & Wheeling Railway, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.04 feet therefrom;

EXHIBIT A

Course 3:

Thence along the Southeasterly line of the B & O Railroad, North 23 deg. 08' 23" East, a distance of 81.82 feet to the Southwesterly corner of said lands formerly conveyed to Pat Patty, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.13 feet therefrom;

Course 4:

Thence along the Southerly line of said lands formerly conveyed to Pat Patty, North 89 deg. 34' 15" East, passing over a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found, at a distance of 472.11 feet, a total distance of 502.09 feet to the principal place of beginning, and containing 0.8916 acres of land according to an actual field survey by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company dated April 23, 2013.

Basis of Bearings:

Bearings are based on a bearing of North 00 deg. 26' 26" East on the centerline of Prospect Road as referenced from a survey for RFC Contracting, Inc. dated March 21, 2008 as prepared by Atwell-Hicks.

Permanent Parcel Number:

012
392-16-009

Prior Instrument Reference:

200804070908

And the said Grantor does for himself and his successors and assigns covenant with said Grantee, as above granted, that at and until the sealing of these presents he is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except restrictions, conditions, reservations, limitations, and easements of record; restrictions and conditions contained in this Deed; zoning ordinances; and taxes and assessments, both general and special, presently a lien but not yet due and payable; and that he will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, as above granted, forever, against all lawful claims and demands whatsoever, except as hereinabove provided.

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

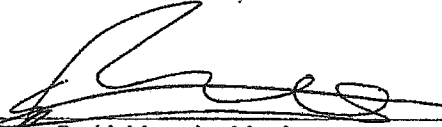
AUG 06 2013

TM 13-014-S-002

MMJ
Agent

Executed this 24 day of July, 2013.

OPTIMUS DEVELOPMENT, LLC

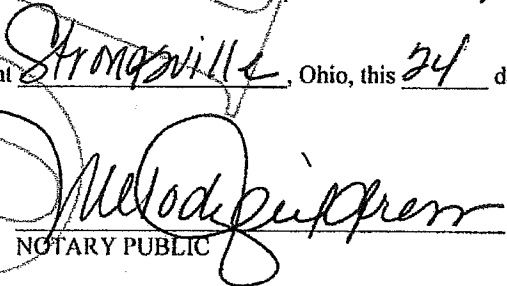

By: Roger Rachi, Managing Member

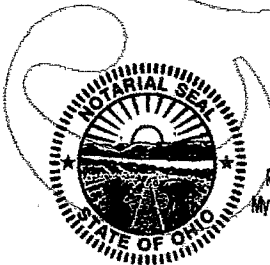
ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF Cuyahoga SS.

Before me, a Notary Public in and for said County, this day personally appeared Roger Rachi, Managing Member of Optimus Development, LLC, an Ohio Limited Liability Company, who executed the above instrument and acknowledges that he did examine and read the same and he did sign it and that such signing was his free act and deed in the capacities indicated by his signing and designations.

WITNESS my signature and notarial seal at Strongsville, Ohio, this 24 day of July, 2013.


NOTARY PUBLIC



Melody Childress
Notary Public State of Ohio
Recorded in Cuyahoga County
My Commission Exp. 5-14-2015

This instrument prepared by:
DAVID J. PASZ, ESQ.
Attorney At Law
12001 Prospect Road, Suite A-1
Strongsville, Ohio 44149
440-572-3300

PETITION FOR ZONING CHANGE

Ordinance Number: 2015-186

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 GI use to a class PF use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Owner and Agent believe that the requested zone change will be a better economic use for 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: Owner and Agent believe that the requested zone change to PF is a less intense use of the property and a better transition between the GI and surrounding residential Areas.

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

- As of this petition, Agent's Architect, GPD Group, has started design
- of the proposed project and renderings shall be forwarded by
- the September 21st, 2015 Meeting.

THE PROPOSED USE OF THE PROPERTY IS: A 2 story, 100% unit Assisted Living and Memory Care facility, licensed by the Ohio Dept. of Health as a Residential Care Facility.

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

Name: McDonald Companies c/o: Charles A. McDonald

Address: 10026 Derbyshire Ave. N.W., North Canton, Ohio 44720

Telephone Number: 330-324-3137

Charles A. McDonald
Agent

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 15th day of September, 2015.

Dawn M. Dourdy
Notary Public

My commission expires: May 23, 2020

For attention to the details in item number 4 on page one. The certified list of property owners 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: 2015-186

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: 21453 Royalton Road, Strongsville, Ohio

Permanent Parcel No.: 392-16-004, 392-16-005, 392-16-009, 392-14-004

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road to the South, B+O Railroad to the East

Number and type of buildings which now occupy property (if any):
2 Buildings: one small office and one garage

Acreage: 18.883 Acres

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

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

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

Owner(s)	Percent of Ownership:
1. <u>Optimus Development, LLC / Roger Riachi</u>	<u>100 %</u> %
2. <u>13477 PROSPECT RD. #105</u>	_____ %
3. <u>STRONGSVILLE OH 44149</u>	_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 1st day of September, 2015.



[Signature]
Notary Public

My commission expires May 23, 2020

* 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
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: September 1, 2015

SUBJECT: Rezoning Application
Charles A. McDonald, McDonald Companies; Agent
Roger Riachi, Optimus Development, LLC; Owner
PPNs 392-16-004, 392-16-005, 392-16-009, 392-14-004
From GI to PF (Assisted Living and Memory Care Facility)

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.

akp
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Asst. Law Director
George Smerigan, City Planner
All Members of Council
Carol Oprea, Planning Commission Secretary

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Thomas P. Perciak, Mayor
Aimee Pientka, Clerk of Council

From: Lori Daley, Assistant City Engineer

Date: September 15, 2015

Re: Rezoning Application
Charles A. McDonald, McDonald Companies; Agent
Roger Riachi, Optimus Development, LLC; Owner
PPN's 392-16-004, 392-16-005, 392-14-004 and Part of PPN 392-16-009
From GI to PF

Ken,

The legal description included in the rezoning application for the above referenced address had an error in the exception legal (Exhibit B).

Attached is the corrected Exhibit B that should replace the Exhibit B contained in the originally submitted application.

With this substitution, the legal descriptions will accurately describe the area to be rezoned.

Also, please note only a portion of PPN 392-16-009 is to be rezoned. The remaining parcels are to be rezoned in their entirety.

If you have any questions please do not hesitate to contact me.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 187

By: Mr. Maloney

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 VACANT REAL ESTATE, PART OF LAND LOCATED AT 18256 DRAKE ROAD NEAR PEARL ROAD, IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PART OF PPN 397-17-006).

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 vacant property, part of land located at 18256 Drake Road near Pearl Road, from GB (General Business) classification to PF (Public Facilities) classification (part of PPN 397-17-006), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change 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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: _____ Referred to Planning Commission
Second reading: _____
Third reading: _____ Approved: _____
Public Hearing: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 187
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2015-187 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, being part of Original Strongsville Township Lot 59, being part Parcel 1A of the Lot Consolidation Map for Southwest General Health Center as recorded in Plat Volume 356, Page 70 of Cuyahoga County Recorder's records, and being further bounded and described as follows:

Beginning at a 5/8" rebar in monument box found and held marking the intersection of the centerline of Pearl Road (State Route 42 – width varies) with the centerline of Drake Road (width varies) and being on the North line of Original Lot 59.

Thence N 89°45'00" E, along the North line of Original Lot 59 and the centerline of Drake Road, a distance of 258.98' to a point thereon;

Thence S 00°00'30" E, passing over a 5/8" rebar set on the South right-of-way line of Drake Road marking the Northeast corner of land conveyed to Leonard A. Elias and Elizabeth Elias as recorded in Vol. 89-4166, Page 49 of Cuyahoga County Recorder's records at 42.00', a total distance of 282.96' to a 5/8" rebar set on the East line of said Elias land and being the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

1. Thence N 89°59'00" E, a distance of 374.66' to a 5/8" rebar set;
2. Thence along the arc of a non-tangent curve to the right having a radius of 806.82', a delta angle of 24°01'00", a chord bearing S 08°48'10" W for 335.73', an arc length of 338.20' to a 5/8" rebar set marking a point of reverse curvature;
3. Thence along the arc of a curve to the left having a radius of 700.93', a delta angle of 09°06'45", a chord bearing S 16°15'18" W for 111.36', an arc length of 111.48' to a 5/8" rebar set;
4. Thence S 89°45'00" W, a distance of 506.03' to a 5/8" rebar set on the East right-of-way line of Pearl Road;
5. Thence N 00°00'30" W, along the East right-of-way line of Pearl Road, a distance of 50.00' to a 5/8" rebar (cap id. "Bohning") found and held thereon marking the Southwest corner of land conveyed to Louco, Ltd. as recorded in AFN 201410060476 of Cuyahoga County Recorder's records;

EXHIBIT A

6. Thence N 89°45'00" E, along the South line of said Louco, Ltd. land, a distance of 213.98' to a 5/8" rebar (cap id. "Bohning") found and held marking the Southeast corner thereof;
7. Thence N 00°00'30" W, along the East lines of said Louco, Ltd. and Elias lands, a distance of 389.84' to the **TRUE PLACE OF BEGINNING** and containing 3.7493 acres (163,321 square feet) of land as surveyed by James P. Yurkschatt, PS 7809 of Campbell & Associates, Inc. on April 30, 2015. All 5/8" rebar set are 30" in length and capped "C&A".

The basis of bearings for this description is N 00°00'30" W as the centerline of Pearl Road and is the same bearing found in Plat Volume 356, Page 70 of Cuyahoga County Recorder's records.



PEARL ROAD - S.R. 42 (VARIABLE R/W WIDTH)

**LOT SPLIT PLAT
CREATING PARCELS "A" and "B"
STATE OF OHIO, COUNTY OF CUYAHOGA,
CITY OF STRONGSVILLE, BEING PART OF
ORIGINAL STRONGSVILLE TOWNSHIP LOTS 42 AND 59**

APPROVED BY THE PLANNING COMMISSION OF THE
CITY OF STRONGSVILLE THIS _____ OF _____ 20____.

CHAIRMAN _____

SECRETARY _____

APPROVED BY THE CITY ENGINEER OF THE
CITY OF STRONGSVILLE THIS _____ OF _____ 20____.

ENGINEER - CITY OF STRONGSVILLE _____

ACCEPTANCE:

I, THOMAS A. SELDON, PRESIDENT AND CEO OF SOUTHWEST GENERAL HEALTH CENTER, HEREBY ASSENT TO AND ACCEPT THIS LOT SPLIT SURVEY AND OF THE SAME, AND I HEREBY CERTIFY THAT THE SURVEY WAS MADE AND DEED BOTH INDIVIDUALLY AND AS SAID OFFICER.

THOMAS A. SELDON
PRESIDENT AND CEO OF SOUTHWEST GENERAL HEALTH CENTER

STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO PERSONALLY APPEAR THOMAS A. SELDON, PRESIDENT AND CEO OF SOUTHWEST GENERAL HEALTH CENTER, WHO ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE CONTENTS OF THIS INSTRUMENT, THAT HE HAS FREELY AND KNOWINGLY MADE THIS INSTRUMENT AND DEED BOTH INDIVIDUALLY AND AS SAID OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL
AT _____ OHIO THIS _____ DAY OF _____ 20____.

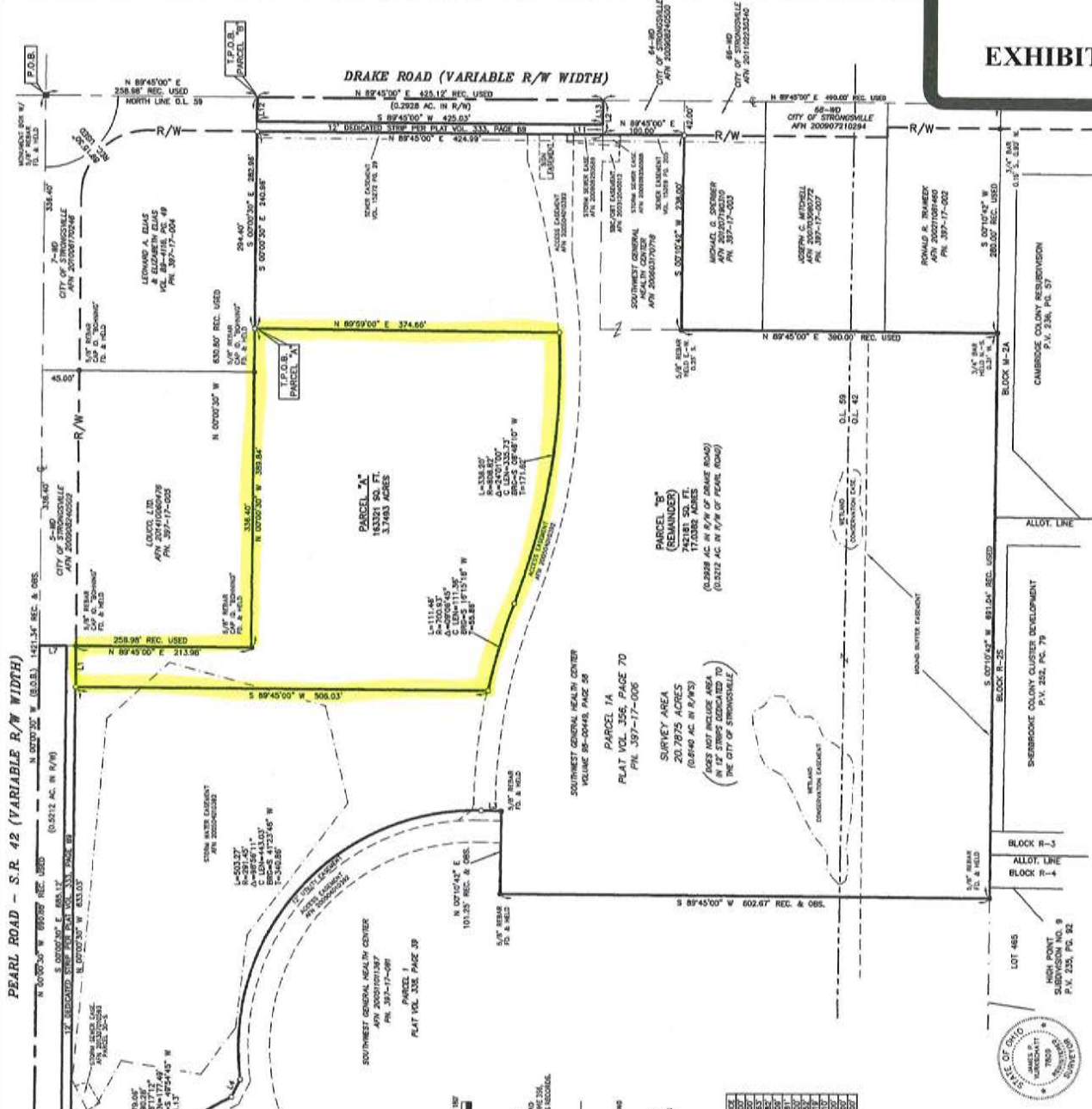
NOTARY PUBLIC _____

BY COMMISSION EXPIRES _____

LOT SPLIT SURVEY

SOUTHWEST GENERAL HEALTH CENTER
CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO

DATE: JULY 2015
BY: JAMES P. CARRELL, INC.
CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO



LEGEND
REC - RECORD
PAGE - PLACE OF RECORDING
TAB - TABLE OF RECORDS
BLK - BLOCK OF RECORDS
* - MONUMENT FOUND, SIZE AS INDICATED
o - MONUMENT FOUND, SIZE AS INDICATED
o - MONUMENT FOUND, SIZE AS INDICATED

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°45'00" W	45.00'
L2	S 00°00'00" E	338.47'
L3	N 89°45'00" W	24.53'
L4	S 00°00'00" E	338.47'
L5	N 89°45'00" W	33.86'
L6	S 00°00'00" E	42.93'
L7	N 89°45'00" W	33.86'
L8	S 00°00'00" E	33.86'
L9	N 89°45'00" W	33.86'
L10	S 00°00'00" E	33.86'
L11	N 89°45'00" W	33.86'
L12	S 00°00'00" E	33.86'
L13	N 89°45'00" W	33.86'
L14	S 00°00'00" E	33.86'
L15	N 89°45'00" W	33.86'
L16	S 00°00'00" E	33.86'
L17	N 89°45'00" W	33.86'
L18	S 00°00'00" E	33.86'
L19	N 89°45'00" W	33.86'
L20	S 00°00'00" E	33.86'
L21	N 89°45'00" W	33.86'
L22	S 00°00'00" E	33.86'
L23	N 89°45'00" W	33.86'
L24	S 00°00'00" E	33.86'
L25	N 89°45'00" W	33.86'
L26	S 00°00'00" E	33.86'
L27	N 89°45'00" W	33.86'
L28	S 00°00'00" E	33.86'
L29	N 89°45'00" W	33.86'
L30	S 00°00'00" E	33.86'
L31	N 89°45'00" W	33.86'
L32	S 00°00'00" E	33.86'
L33	N 89°45'00" W	33.86'
L34	S 00°00'00" E	33.86'
L35	N 89°45'00" W	33.86'
L36	S 00°00'00" E	33.86'
L37	N 89°45'00" W	33.86'
L38	S 00°00'00" E	33.86'
L39	N 89°45'00" W	33.86'
L40	S 00°00'00" E	33.86'
L41	N 89°45'00" W	33.86'
L42	S 00°00'00" E	33.86'
L43	N 89°45'00" W	33.86'
L44	S 00°00'00" E	33.86'
L45	N 89°45'00" W	33.86'
L46	S 00°00'00" E	33.86'
L47	N 89°45'00" W	33.86'
L48	S 00°00'00" E	33.86'
L49	N 89°45'00" W	33.86'
L50	S 00°00'00" E	33.86'
L51	N 89°45'00" W	33.86'
L52	S 00°00'00" E	33.86'
L53	N 89°45'00" W	33.86'
L54	S 00°00'00" E	33.86'
L55	N 89°45'00" W	33.86'
L56	S 00°00'00" E	33.86'
L57	N 89°45'00" W	33.86'
L58	S 00°00'00" E	33.86'
L59	N 89°45'00" W	33.86'
L60	S 00°00'00" E	33.86'
L61	N 89°45'00" W	33.86'
L62	S 00°00'00" E	33.86'
L63	N 89°45'00" W	33.86'
L64	S 00°00'00" E	33.86'
L65	N 89°45'00" W	33.86'
L66	S 00°00'00" E	33.86'
L67	N 89°45'00" W	33.86'
L68	S 00°00'00" E	33.86'
L69	N 89°45'00" W	33.86'
L70	S 00°00'00" E	33.86'
L71	N 89°45'00" W	33.86'
L72	S 00°00'00" E	33.86'
L73	N 89°45'00" W	33.86'
L74	S 00°00'00" E	33.86'
L75	N 89°45'00" W	33.86'
L76	S 00°00'00" E	33.86'
L77	N 89°45'00" W	33.86'
L78	S 00°00'00" E	33.86'
L79	N 89°45'00" W	33.86'
L80	S 00°00'00" E	33.86'
L81	N 89°45'00" W	33.86'
L82	S 00°00'00" E	33.86'
L83	N 89°45'00" W	33.86'
L84	S 00°00'00" E	33.86'
L85	N 89°45'00" W	33.86'
L86	S 00°00'00" E	33.86'
L87	N 89°45'00" W	33.86'
L88	S 00°00'00" E	33.86'
L89	N 89°45'00" W	33.86'
L90	S 00°00'00" E	33.86'
L91	N 89°45'00" W	33.86'
L92	S 00°00'00" E	33.86'
L93	N 89°45'00" W	33.86'
L94	S 00°00'00" E	33.86'
L95	N 89°45'00" W	33.86'
L96	S 00°00'00" E	33.86'
L97	N 89°45'00" W	33.86'
L98	S 00°00'00" E	33.86'
L99	N 89°45'00" W	33.86'
L100	S 00°00'00" E	33.86'

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO AS DESCRIBED IN O.A.C. CHAPTER 4733-37.

JAMES P. CARRELL, INC.
NOTARY PUBLIC
STATE OF OHIO
COMMISSION EXPIRES 04/02/2015

STATE OF OHIO
COUNTY OF CUYAHOGA
NOTARY PUBLIC
COMMISSION EXPIRES 04/02/2015

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STATE OF OHIO
COUNTY OF CUYAHOGA
NOTARY PUBLIC
COMMISSION EXPIRES 04/02/2015

PETITION FOR ZONING CHANGE

Ordinance Number: 2015-187

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 General use to a class Public Facility use.

Business

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

The Proposed Alzheimer Special Care Center is not an allowed use within the General Business class.

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 compliments the existing adjacent neighboring parcels/uses and fulfills a much needed service to the community.

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

1. N/A
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Alzheimer Special Care Center

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

Name: Rachel Rudiger - JEA Senior Living/Development

Address: 5101 NE 82nd Ave, Suite 200 Vancouver, WA 98662

Telephone Number: 360-977-0175

Signature of Owner(s)

State of Ohio
County of Cuyahoga

Sworn to and subscribed in my presence this 29th day of July, 2015.

Notary Public

My commission expires: 2/25/18

* 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: 2015-187

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: Portion of 18256 Drake Road Strongsville, OH 44136-7053

Permanent Parcel No.: 397-17-006 (Entire Parcel)

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Southeast of the Intersection of Pearl Road and Drake Road. Adjacent and bounded by a private drive to the East

Number and type of buildings which now occupy property (if any): The proposed parcel is Undeveloped Land.

Acreage: 3.6403 AC

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

Said deed restrictions (will) (have) expire(d) on: N/A

Said property is presently under lease or otherwise encumbered as follows: Purchase and Sale Agreement currently in place.

Owner(s)	Percent of Ownership:
1. <u>Southwest General Health Center</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 29th day of July, 2015.



[Signature]
Notary Public

My commission expires 2/25/18

* 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.

JEA Senior Living - Propsoed Strongsville Alzheimer's Special Care Center

Application for Rezone - Narrative

CONCEPT

This is a state of the art, specialized memory care facility that focuses exclusively on Alzheimer's, dementia and related memory issues that afflict our aging seniors. This 24-hour, stand alone facility will accommodate up to 66 residents in a secure and homelike atmosphere, with dedicated and experienced staff and management.

TRAFFIC/PARKING

One parking space per two suites is sufficient for visitor and staff parking. Because residents do not drive, we expect less than two trips per day per suite for visitor and staff purposes, but without the peak hour trip generation. This is based on the Institute of Transportation Engineers Report.

SITE DESIGN

Neighborhood compatibility is achieved in the site planning and building design. Care is taken to minimize the impact to the existing community. The site is to be extensively landscaped. Usable outdoor spaces include manicured lawn and enclosed courtyards.

THE MANAGEMENT COMPANY

JEA Senior Living is a privately owned and operated management and development company based in Vancouver, Washington. JEA has been in operation for over 25 years and currently operates 20 special memory care facilities in 7 states. Jerry Erwin, founder of JEA Senior Living, has developed, owned and managed nursing homes, retirement facilities, assisted living and Alzheimer's special care centers for over 35 years. After many years in the senior care industry, in 1994 upon witnessing his own mother's struggle with Alzheimer's, Mr. Erwin divested of his nursing and assisted living facilities to address the need for quality Alzheimer's care.

CONCLUSION

In conclusion, we feel that this site is ideally suited for our use. The Propsoed Alzheimer Special Care Center compliments the existing surrounding uses and businesses. Our facility is a much needed service for the seior citizens in the area and a positive addition to the community of Strongsville, OH

Feel free to email or call with any questions. We look forward to being a part of your community.

Rachel Rudiger
JEA Senior Living
360-977-0175
rachel.rudiger@jeacorp.com

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: August 4, 2015

SUBJECT: Rezoning Application
Southwest General Health Center, Owner
Rachel Rudiger – JEA Senior Living/Development, Agent
PPN 397-17-006
From GB to PF

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.

akp
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Asst. Law Director
George Smerigan, City Planner
All Members of Council
Carol Oprea, Planning Commission Secretary

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Thomas P. Perciak, Mayor
Aimee Pientka, Clerk of Council

From: Lori Daley, Design Engineer

Date: August 5, 2015

Re: Rezoning Application
Southwest General Health Center, Owner
Rachel Rudiger – JEA Senior Living/Development, Agent
Part of PPN 397-17-006
From GB to PF

Ken,

The legal description included in the rezoning application for the above referenced parcel accurately describes the area to be rezoned.

Please note, a Lot Split map has not been submitted to the City for review. This proposed configuration was presented to the administration in a meeting a few months ago. The applicant was advised by the administration at that time to reevaluate the proposed lot configuration.

If you have any questions please do not hesitate to contact me.

Thank you.

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Thomas P. Perciak, Mayor
Aimee Pientka, Clerk of Council
Dan Kolick, Assistant Law Director

From: Lori Daley, Assistant City Engineer

Date: September 8, 2015

Re: Rezoning Application
Southwest General Health Center, Owner
Rachel Rudiger – JEA Senior Living/Development, Agent
Part of PPN 397-17-006
From GB to PF

Ken,

Attached is the revised legal description and exhibit for the rezoning application referenced above. The applicant has revised both per the City's request and the legal description now accurately describes the area to be rezoned.

If you have any questions please do not hesitate to contact me.

Thank you.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 188

By: Mayor Perciak and Mr. Maloney

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT 2016 (Cuy.-42-1.98) (PID No. 100240), IN THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals for construction management services including construction contract administration and inspection services, in connection with the City's proposed Pearl Road Repair and Resurface Project 2016, in accordance with the documents on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 2. 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 made available for the Project.

Section 3. 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 meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

RES
 ORD. No. 2015-188 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 189
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2015 AND REPEALING ORDINANCE NUMBER 2015-145.

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101 Total General Fund		\$ 16,088,700.00	\$ 7,815,700.00	\$ 14,425,000.00	\$ 38,329,400.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,301,300.00	\$ -	\$ -	\$ 1,301,300.00
204	Street Construction & Maintenance	5,312,900.00	4,832,600.00	-	10,145,500.00
205	State Highway Maintenance	-	160,000.00	-	160,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
208	Fire Levy	7,687,300.00	978,500.00	-	8,665,800.00
209	Fire Pension	1,436,300.00	-	-	1,436,300.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	854,500.00	360,000.00	1,214,500.00
213	FEMA	-	60,359.00	223,944.00	284,303.00
214	Multi-Purpose Complex	3,212,600.00	2,024,400.00	-	5,237,000.00
215	Southwest General Hospital	-	334,902.00	-	334,902.00
216	Law Enforcement Federal Seizures	-	5,500.00	-	5,500.00
217	Law Enforcement State Seizures	-	6,000.00	-	6,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	106,000.00	-	106,000.00
222	Community Diversion	10,200.00	1,500.00	-	11,700.00
224	Earned Benefits	800,000.00	-	-	800,000.00
200 Total Special Revenue Funds		\$ 19,760,600.00	\$ 11,439,661.00	\$ 583,944.00	\$ 31,784,205.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,375,525.00	\$ -	\$ 4,375,525.00
333	Pearl Road TIF # 1 Fund	-	2,541,360.00	300,000.00	2,841,360.00
334	Royalton Road TIF Fund	-	156,875.00	-	156,875.00
335	Pearl Road TIF # 2 Fund	-	1,000.00	-	1,000.00
300 Total Debt Service Funds		\$ -	\$ 7,074,760.00	\$ 300,000.00	\$ 7,374,760.00
<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00
442	General Capital Improvement	-	11,233,500.00	-	11,233,500.00
444	Pearl Road Capital Improvement	-	841,763.00	2,200,000.00	3,041,763.00
400 Total Capital Project Funds		\$ -	\$ 12,575,263.00	\$ 2,200,000.00	\$ 14,775,263.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,389,600.00	\$ 6,550,734.00	\$ -	\$ 7,940,334.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 320,000.00	\$ -	\$ 320,000.00
Grand Total All Funds		\$ 37,238,900.00	\$ 45,776,118.00	\$ 17,508,944.00	\$ 100,523,962.00

Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Street Construction Fund	\$ 3,370,000.00
General Fund to Fire Levy Fund	2,665,000.00
General Fund to Multi-Complex Fund	2,050,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	900,000.00
General Fund to Drainage Levy Fund	300,000.00
General Fund to Earned Benefits Fund	600,000.00
General Fund to Recreation Capital Improvement Fund	400,000.00
General Fund to Pearl Road Capital Improvement Fund	400,000.00
General Fund to General Capital Improvement Fund	2,600,000.00
Total Transfers	\$ 14,125,000.00
General Fund to Pearl Road Tax Incremental Financing Fund #1	300,000.00
Drainage Levy to General Fund	360,000.00
FEMA Fund to General Fund	223,944.00
Pearl Road Tax Incremental Financing Fund #1 to General Fund	300,000.00
Pearl Road Capital Improvement Fund Phase II to General Fund	2,200,000.00
Total Advances and Advance Repayments	\$ 3,383,944.00
Total Transfers, Advances and Advance Repayments	\$ 17,508,944.00

Section 2: That all expenditures within the fiscal year ending December 31, 2015 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

Approved:

President of Council

Mayor

Date Passed

Date Approved

Attest:

Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 321,900.00	\$ 26,000.00	\$ -	\$ 347,900.00
011411	Mayors Office	344,000.00	15,300.00	-	359,300.00
015412	Police Department	8,908,500.00	970,300.00	-	9,878,800.00
015412	Street Lighting	-	366,700.00	-	366,700.00
011413	Human Resources	227,200.00	104,100.00	-	331,300.00
011414	Finance Department	506,600.00	23,400.00	-	530,000.00
011415	Legal Department	462,900.00	136,400.00	-	599,300.00
011416	Communication & Technology	644,500.00	779,400.00	-	1,423,900.00
011417	Building Department	1,029,600.00	240,700.00	-	1,270,300.00
011418	Mayors Court	119,400.00	80,000.00	-	199,400.00
011420	Rubbish Department	-	2,311,500.00	-	2,311,500.00
011421	Cemetery Department	125,100.00	53,900.00	-	179,000.00
011421	County Board of Health	-	175,500.00	-	175,500.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	105,000.00	61,000.00	-	166,000.00
011424	Civil Service	-	47,000.00	-	47,000.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	103,500.00	246,600.00	-	350,100.00
011430	General Miscellaneous	-	1,713,700.00	-	1,713,700.00
011435	Economic Development	143,100.00	144,600.00	-	287,700.00
015414	Corrections Officers	764,400.00	140,500.00	-	904,900.00
011435	Regional Dispatch Center	2,125,400.00	156,100.00	-	2,281,500.00
011452	Public Safety	157,600.00	6,000.00	-	163,600.00
011468	Non Government Transfers	-	-	14,425,000.00	14,425,000.00
	Total General Fund	\$ 16,088,700.00	\$ 7,815,700.00	\$ 14,425,000.00	\$ 38,329,400.00
031000	Police Pension	1,301,300.00	-	-	1,301,300.00
046419	Street Repairs	4,410,400.00	2,511,100.00	-	6,921,500.00
046426	Traffic Signal Maintenance	225,800.00	230,500.00	-	456,300.00
046427	Snow Removal	-	1,185,000.00	-	1,185,000.00
046433	Municipal Garage	676,700.00	906,000.00	-	1,582,700.00
056000	State Highway Maintenance	-	160,000.00	-	160,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
085000	Fire Levy	7,687,300.00	520,600.00	-	8,207,900.00
085001	Fire Station Ward 1	-	66,000.00	-	66,000.00
085002	Fire Station Ward 2	-	81,000.00	-	81,000.00
085003	Fire Station Ward 3	-	181,000.00	-	181,000.00
085004	Fire Station Ward 4	-	129,900.00	-	129,900.00
095000	Fire Pension	1,436,300.00	-	-	1,436,300.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	854,500.00	360,000.00	1,214,500.00
131000	FEMA	-	60,359.00	223,944.00	284,303.00
143304	Sports Programs	268,800.00	166,600.00	-	435,400.00
143305	Recreation Administration	462,100.00	659,000.00	-	1,121,100.00
143306	Fitness	460,600.00	144,900.00	-	605,500.00
143309	Ice Rink	-	282,500.00	-	282,500.00
143310	Aquatics	691,200.00	152,300.00	-	843,500.00
143311	Recreation Programs	219,000.00	30,200.00	-	249,200.00
143430	Special Events	-	16,200.00	-	16,200.00
143431	Old Town Hall	10,200.00	16,100.00	-	26,300.00
143439	Senior Services	569,800.00	308,900.00	-	878,700.00
143451	Recreation Maintenance	530,900.00	203,000.00	-	733,900.00
143500	Program Refunds	-	44,700.00	-	44,700.00
152000	Southwest General Hospital	-	334,902.00	-	334,902.00
165000	Law Enforcement Federal Seizures	-	5,500.00	-	5,500.00
175000	Law Enforcement State Seizures	-	6,000.00	-	6,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	106,000.00	-	106,000.00
225000	Community Diversion	10,200.00	1,500.00	-	11,700.00
224000	Earned Benefits	800,000.00	-	-	800,000.00
3	Total Special Revenue Funds	\$ 19,760,600.00	\$ 11,439,661.00	\$ 583,944.00	\$ 31,784,205.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,375,525.00	-	4,375,525.00
333000	Pearl Road TIF # 1	-	2,541,360.00	300,000.00	2,841,360.00
334000	Royalton Road TIF	-	156,875.00	-	156,875.00
335000	Pearl Road TIF # 2	-	1,000.00	-	1,000.00
	Total Debt Service	\$ -	\$ 7,074,760.00	\$ 300,000.00	\$ 7,374,760.00
413000	Recreation Capital Improvement	-	500,000.00	-	500,000.00
421000	General Capital Improvement	-	11,233,500.00	-	11,233,500.00
446200	Pearl Road Capital Improvement Phase II	-	841,763.00	2,200,000.00	3,041,763.00
	Total Capital Projects	\$ -	\$ 12,575,263.00	\$ 2,200,000.00	\$ 14,775,263.00
512501	Engineering and Administration	692,200.00	848,000.00	-	1,540,200.00
512502	Plant Expenditures	-	2,211,000.00	-	2,211,000.00
512503	Line Expenditures	697,400.00	790,000.00	-	1,487,400.00
512504	Sewer Capital Improvements	-	2,376,000.00	-	2,376,000.00
512505	Sewer Debt Payments	-	325,734.00	-	325,734.00
	Total Sanitary Sewer	\$ 1,389,600.00	\$ 6,550,734.00	\$ -	\$ 7,940,334.00
664000	Workers Compensation	\$ -	\$ 320,000.00	\$ -	\$ 320,000.00
	GRAND TOTAL	\$ 37,238,900.00	\$ 45,776,118.00	\$ 17,508,944.00	\$ 100,523,962.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 190

By: Mr. DeMio

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS UNITS AND COMPRESSED AIR CYLINDERS TO BE USED BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT; AUTHORIZING FUTURE REPAIRS AND MAINTENANCE TO THE FIRE DEPARTMENT'S INVENTORY OF APPARATUS UNITS AND AIR CYLINDERS, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through the passage of Ordinance No. 2015-013, authorized by City Council on January 20, 2015, the City has purchased a new pumper fire engine for use by the City of Strongsville Fire and Emergency Services Department, and it is immediately necessary to obtain certain life-saving equipment to be utilized by the firefighters; and

WHEREAS, therefore, the City has requested and received proposals for four (4) self-contained breathing apparatus (SCBA) units and eight (8) SCBA compressed air cylinders to be placed into service on the new fire engine; and

WHEREAS, there are only two distributors/service centers in the State of Ohio which can provide these particular units; and

WHEREAS, Warren Fire Equipment, Inc. is one of the distributors/service centers and is designated as a Scott Five Star Service Center; and

WHEREAS, Warren Fire Equipment, Inc. is a long-time and current vendor already doing business with the Fire and Emergency Services Department, provides the City with quality customer service and competitive pricing, and they have submitted the lowest and best proposal for the required equipment; and

WHEREAS, in addition, to provide for the continued safety of the City's firefighters, it is likely that the Strongsville Fire and Emergency Services Department will require occasional immediate repairs and maintenance to the current inventory of SCBA units and air cylinders, in order to keep such equipment in constant proper working condition through December 31, 2015; and

WHEREAS, the City is desirous of proceeding to enter into a contract for such equipment purchases and maintenance.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 190

Page 2

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Fire and Emergency Services Department of the City of Strongsville, in that it has become immediately necessary to make purchases, without public bidding, from **WARREN FIRE EQUIPMENT, INC.** for four (4) self-contained breathing apparatus (SCBA) units and eight (8) SCBA compressed air cylinders, in order to provide that the proper equipment be placed into service on the City's new fire engine, and to be utilized by the City's firefighters who protect the health, safety and welfare of the residents, and to conserve public funds.

Section 2. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor's purchases from **WARREN FIRE EQUIPMENT, INC.**, without public bidding, for the aforementioned SCBA units and compressed air cylinders for use by the City's Fire and Emergency Services Department, in a total amount not to exceed \$24,520.00, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3. That for the reasons aforesaid, this Council also further hereby approves future payments to **WARREN FIRE EQUIPMENT, INC.**, without public bidding, for immediate repairs and maintenance to the current inventory of SCBA units and air cylinders for the Fire Department, in a total amount not to exceed \$5,000.00 through December 31, 2015, in accordance with the proposal for maintenance set forth in Exhibit B attached hereto.

Section 4. That the funds for the purposes of said purchases have been appropriated and shall be paid from the Fire Levy 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 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 approve and authorize said purchases of life-saving equipment, and repairs and maintenance to such equipment for the Fire and Emergency Services Department in order to provide for the safety of the City's firefighters, who protect the City's residents, and to conserve public funds. Therefore, provided this Ordinance receives the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 190
Page 3

unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2015-190 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Nancy Sikorski

From: Jack Draves
Sent: Thursday, September 17, 2015 10:47 AM
To: Nancy Sikorski
Subject: FW: Labor rate

See below the information that details Warren Fire Equipment's labor rate for SCBA repairs.

Jack Draves, Chief
Strongsville Fire and Emergency Services
17000 Prospect Road
Strongsville, OH 44149
Office: 440-580-3216
Fax: 440-572-4349

From: Andrew Green
Sent: Friday, September 11, 2015 8:11 AM
To: Jack Draves
Subject: FW: Labor rate

From: Sean Stryffeler [<mailto:sstryffeler@warrenfireequip.com>]
Sent: Thursday, September 10, 2015 4:02 PM
To: Andrew Green
Subject: Labor rate

Hey Andrew,
Sorry I miss both of your calls. Our Labor rate for SCBA repairs is \$87.00 hr and that is billed in 1/3 hour increments. Let me know if you need any other info. Thanks!

Sincerely,

Sean Stryffeler
SCBA Coordinator
Warren Fire Equipment Inc.
6880 Tod Ave.
Warren, OH 44481

Phone# 1(800)729-6176
Fax# (330)824-8303
Email sstryffeler@warrenfireequip.com

Visit us at: www.warrenfireequip.com



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CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 191

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE DIRECTOR OF THE BUREAU OF JUSTICE ASSISTANCE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, AND DECLARING AN EMERGENCY.

WHEREAS, Congress enacted the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181) and allocated monies nationwide to be used to help state and local jurisdictions purchase armor vests and body armor for use by law enforcement departments; and

WHEREAS, the Act provides for funding for up to 50% of the cost of purchasing NIJ-approved vests to each local agency that receives and accepts a federal grant under the Act; and

WHEREAS, pursuant to Ordinance No. 2015-112, the City, through its Police Department, has applied for such funding assistance for replacement of approximately 24 vests in fiscal year 2015; and

WHEREAS, the City has been advised that its application for funding under the Act has been approved in the amount of \$12,009.87.

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 the acceptance of the award of funding under the Bulletproof Vest Partnership Grant Act of 1998 in the amount of \$12,009.87, and hereby authorizes the Mayor, Director of Finance, Chief of Police and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 2. That the funds required to meet the City's obligation under said grant have been appropriated and shall be paid from the General Fund.

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 191
Page 2

Section 4. 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 accept the funds awarded under the aforesaid grant in order to protect the health and safety of the City's police officers, to ensure continuity of Police Department operations, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2015-191 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 192

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEARS 2016 AND 2017, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure provide general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2151.11 also specifically permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court desires to promote and develop a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court previously agreed to develop and implement a Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Strongsville for offenses that are committed elsewhere by Strongsville residents; and

WHEREAS, since approximately 2002, this Council, through prior Ordinances, has previously authorized agreements with the Cuyahoga County Juvenile Court for such purpose and to implement such a program; and

WHEREAS, this Council, therefore, desires to once again enter into an agreement with Cuyahoga County and the Cuyahoga County Juvenile Court, for the two-year term of January 1, 2016 through December 31, 2017, to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder;

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 - 192

Page 2

Section 1. That the Mayor and/or Chief of Police be and are hereby authorized to enter into an Agreement with **CUYAHOGA COUNTY** and the **CUYAHOGA COUNTY JUVENILE COURT** to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, for the two-year term of January 1, 2016 through December 31, 2017, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

Section 2. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed into the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from such fund, known as Special Revenue Fund No. 222.

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 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 immediately necessary to continue to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2015-192 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF STRONGSVILLE
AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2015 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **City of Strongsville**, a government entity, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear misdemeanor and status offense complaints that occur in the **City of Strongsville** or are committed elsewhere by **Strongsville** residents and the VENDOR can provide these services from January 1, 2016 to December 31, 2017. Attachment A identifies some of those misdemeanor and status offenses appropriate for diversion.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages 10 to 17. These youth shall be residents of Cuyahoga County referred by the COURT'S Intake Department (hereinafter called the "YOUTH").
- II. DESCRIPTION OF SERVICES - The CDP shall be developed and implemented according to standards developed by the COURT, which include, but are not limited to:
 - A. The CDP shall have access to at least one Volunteer Magistrate provided by the VENDOR.
 1. A Volunteer Magistrate should be an attorney in good standing, licensed by the State of Ohio or employed by the federal government, and approved by the COURT.
 2. The Volunteer Magistrate shall complete the orientation program and paperwork provided by the COURT.
 - B. The COURT shall review and approve the CDP procedures implemented by the CDP.
 - C. The VENDOR shall have a confidential filing system that the COURT shall review.
 - D. The VENDOR is subject to verification of funding by the COURT.
 - E. The VENDOR shall monitor participants in the CDP program one (1) year from the date of the hearing.
 - F. The VENDOR shall follow reporting requirements as laid out below.
 1. The VENDOR agrees to furnish to the COURT by the first (1st) day of each month the monthly CDP Database Report completed in its entirety for each child diverted during the previous month. For example, all data on diversion hearings occurring in January must be reported by February 1. This data includes, but is not limited to, the type of offense committed by the child and information pertaining to the outcome

(sanctions and services) of the diversion hearing. The VENDOR will report this data to the COURT using the Access database format established by the COURT. The COURT will supply the VENDOR with a database disk. Failure to report the data by the first (1st) day of each month or to follow the Access database format is grounds for discontinuing funding and jeopardizes future eligibility for funding.

2. Information reported in the database will be used for statistical and financial analysis only. Access to this information will be restricted by the COURT.

III. OPERATIONAL DETAILS -

A. SERVICE SITE: YOUTH are served at a mutually agreed upon site.

B. CONTACT PERSON:

VENDOR

Ms. Marie McManus
18688 Royalton Road
Strongsville, Ohio 44136
(440) 580-3257

COURT

Heather Corcoran
9300 Quincy Avenue
Cleveland, Ohio 44106
(216) 443-8428

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met for the program provided under this AGREEMENT:

Objectives

1. 75% of referred YOUTH admitted to the program during the contract period will successfully complete the program.
2. 100% of referred YOUTH admitted to the program will have CDP data electronically submitted in the CDP Access database within one month of admission to the program.

Performance Indicator

1. Number of referred YOUTH admitted to the program during the contract period.
2. Number of YOUTH admitted to the program whose CDP data is electronically submitted in the CDP Access database within one month of admission to the program.

V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed **\$16,800.00** for the term of the AGREEMENT. All funds disbursed to the VENDOR from the COURT shall be audited and monitored by the COURT. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If more than 50% of the allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

A. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.

B. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit an invoice for a monthly payment of **\$700.00** to the COURT. No invoices will be processed without an accompanying electronic submission of all CDP data in the Access database. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.

C. Invoice Review: The COURT shall accept the electronic invoice as evidence of its receipt by the COURT. The electronic invoice shall be deemed received the date it is sent by the VENDOR. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities

and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.

IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.

X. INSURANCE – The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.

Mandatory Insurance Requirements - The following items are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Vendors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Vendor required for this Contract, shall:
 - (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.

- (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
- (iii) Be primary and not in excess or contingent on any other basis;
- (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

(A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or

(B) "Waiver of subrogation in favor of the County."

2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.

3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

4. These insurance provisions shall not affect or limit the liability of the Vendor stated elsewhere in this Contract or as provided by law.

5. The Vendor shall require any and all of its sub-contractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

8. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

9. Political subdivisions shall have the right to procure the applicable insurance requirements hereunder by participating in a self-insured program with sufficient limits. Confirmation of self-insured status is required.

10. The Vendor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a

non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.

XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.

XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.

XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.

XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the

subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.

XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

XVIII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.

XIX. SERVICE CONTINUITY - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.

XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.

XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.

XXII. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XXIII. PUBLIC RECORDS - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.

XXIV. GOVERNING LAW AND JURISDICTION - This AGREEMENT shall be governed by

and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXV. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Strongsville

By: _____
Thomas P. Perciak, Mayor

Cuyahoga County Juvenile Court

By: _____
Kristin W. Sweeney, Administrative Judge

Cuyahoga County, Ohio

By: _____
Armond Budish, County Executive

**Approved as to legal form only by the
Law Department of the City of Strongsville.**

By _____
Law Director

Date _____

ATTACHMENT A

Misdemeanor and Status Offenses

<u>Offense Descriptions</u>	<u>Types of Offenses</u>	<u>ORC Statute</u>
Abusing Harmful Intoxicants	M-1	2925.31
Arson (value less than \$500)	M-1	2909.03(A)(1)
Assault	M-1	2903.13(A)
Aggravated Menacing	M-1	2903.21(A)
Aggravated Trespass	M-1	2911.211
Carrying a Concealed Weapon	M-1	2923.12(A)
Cheating	M-1	2915.05(A)(2)
Coercion	M-2	2905.12
Counterfeit Controlled Substances	M-1	2925.37(A)
Criminal Damaging of Endangering	M-2, M-1(with physical harm)	2909.06(A)(1)(2)
Criminal Trespass	M-4	2911.21(A)(1)
Criminal Mischief	M-3	2909.07(A)(1)
Disorderly Conduct	MM, M-4	2917.11(A)(1)
Domestic Violence	M-1	2919.25(A)(B)
Escape	M-1	2921.34
Failure to Comply with Order	M-1	2921.331(A)
Falsification	M-1	2921(A)(3)
Gambling	M-1	2915.02(A)(2)(4)
Hazing	M-4	2903.31
Importuning	M-1	2907.07(B)
Improperly Handling Firearms in MV	M-1	2923.16(A)
Inciting to Violence	M-1	2917.01(A)(1)
Inducing Panic	M-1	2917.31(A)(1)
Intimidation of a Attorney, Victim, Witness	M-1	2921.04(A)
Making False Alarms	M-1	2917.32(A)(1)
Menacing	M-4	2903.22(A)
Menacing by Stalking (1st Offense)	M-1	2903.211(A)
Misuse of Credit Cards (Less than \$500)	M-1	2913.21(B)(2)
Negligent Assault	M-3	2903.211(A)
Obstruction of Official Business	M-2	2921.31(A)
Open Container Prohibited	MM	4301.62
Petty Theft	M-1	2913.02(A)(1)
Passing Bad Check (Less than \$500)	M-1	2913.11(A)
Possession of Criminal Tools	M-1	2923.24(A)
Possession of Drug Abuse Instruments	M-2	2925.12(A)
Possession of Drug Paraphernalia	M-4	2925.14(C)(1)
Possession of Hashish (Less than 5gms)	MM	2925.11(A)
Possession of Hashish (Not exceed 10gms)	M-4	2925.11(A)
Possession of Marijuana	MM	2925.11(A)
Poss. of Marijuana (Less than 200gms)	M-4	2925.11(A)
Prohibition/Underage Consumption	M-1	4301.69(E)(1)
Procuring	M-1	2907.23(A)(1)
Prostitution	M-3	2907.25(A)
Public Indecency (1st Offense)	M-4	2907.09(A)(1)
Public Indecency (w/prior)	M-3	2907.09

ATTACHMENT A

<u>Offense Descriptions</u>	<u>Types of Offenses</u>	<u>ORC Statute</u>
Receiving Stolen Property (Less than \$500)	M-1	2913.51(A)
Resisting Arrest	M-2	2921.33(A)
Riot	M-1	2917.21(A)(1)
Sexual Imposition	M-3	2907.06(A)(1)
Soliciting Prostitution	M-3	2907.25(A)
Tampering with Coin Machine (1st Offense)	M-1	2911.32
Telecommunications Harassment	M-1	2917.21(A)(1)
Unauthorized Use of a Motor Vehicle	M-1	2913.03(A)
Unauthorized Use of Property	M-4	2913.04(A)
Unlawful Restraint	M-3	2905.03
Using Weapons while Intoxicated	M-1	2923.15
Violation of Protection Order	M-1	2919.27(A)
Voyeurism	M-3	2907.08(A)
<u>Status Offenses</u>		
Curfew Violation		Local Legislation
Incorrigible at Home and School		2151.022(A)
Truancy from Home and School		2151.022(B)
Injure or Endangering		2151.022(C)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 193

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ENTER INTO A CITY MARKETING PLATFORM AGREEMENT FOR PROFESSIONAL ADVERTISING AGENCY, MARKETING AND RELATED CONSULTING SERVICES IN CONNECTION WITH PROMOTION OF RECREATION DEPARTMENT PROGRAMS, EVENTS AND BULLETINS, AND DECLARING AN EMERGENCY.

WHEREAS, as authorized by Resolution No. 2015-106, the City, through its Department of Recreation & Senior Services, has advertised for proposals for professional advertising agency, marketing and related consulting services in connection with the City's promotion of its Recreation and Senior Department programs; and

WHEREAS, the City has received one (1) proposal from a company having substantial experience in such marketing and consulting, and which is recommended by the City's Director of Recreation & Senior Services, due to such proposal being advantageous, competitive, in compliance with the specifications required by the City through its RFP, and in the best interests of the City; and

WHEREAS, Council is, therefore, desirous of proceeding to award and enter into a contract for such services for a two (2) year period and in accordance with the RFP, the proposal received, and the proposed contract document attached hereto as Exhibit A and incorporated herein by reference.

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 finds and determines that the proposal submitted by **HOME TEAM MARKETING, LLC** for professional advertising agency, marketing and related consulting services in connection with the City's promotion of its Recreation Department programs, events and bulletins for a two (2) year period, meets the requirements set forth in the request for proposals on file in the office of the Director of Recreation & Senior Services, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State, and is the lowest and best proposal for the contract. All other proposals for this contract, if any, are hereby rejected.

Section 2. That the Mayor and Director of Recreation & Senior Services be and hereby are authorized and directed to enter into a contract with **HOME TEAM**

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 193
Page 2

MARKETING, LLC. for professional advertising agency, marketing and related consulting services in connection with promotion of Recreation Department programs, events and bulletins, substantially in the form which is reflected in the attached Exhibit A, but as may be adjusted and approved by the Law Director, and with fees in an amount equal to the percentage of net revenue received as set forth in the proposed Agreement.

Section 3. That the funds necessary for the purposes of said contract have been appropriated for the year 2015, and shall be paid now and in future contract years pursuant to lawful appropriation ordinances, all from the Multi-Purpose Complex Fund, into which revenues from the operation of the Agreement shall be deposited.

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 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 enter into said contract in order to promote City recreation programs, events and bulletins and to increase revenues with regard thereto from advertising, sponsorships and donors, to provide continuity in the operation of the Recreation Department, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2015-193 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____



5 International Drive, Suite 120
Rye Brook, NY 10573
phone: 914.214.4653
fax: 914.618.4098
info@hometeammarketing.com

CITY Marketing Platform Agreement

Date: August _____, 2015

Description: Home Team Marketing (HTM) – Strongsville Parks, Recreation & Senior Services

Client: City of Strongsville
(Strongsville Parks, Recreation & Senior Services) (“Client”)
Bryan Bogre
Director of Parks, Recreation & Senior Services
Bryan.bogre@strongsville.org
440.580.3262

THIS NON-EXCLUSIVE TECHNOLOGY LICENSING AND MARKETING CONSULTING AND REPRESENTATION AGREEMENT (this “Agreement”) is executed as of _____ (the “Effective Date”), by and between the City of Strongsville (Strongsville Parks, Recreation & Senior Services) (“Client”) and Home Team Marketing, LLC (“HTM”). Both Client and HTM may be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, Client has agreed to establish the HTM City Marketing Platform as a non-exclusive channel, subject to the non-circumvention requirements of Section 10 herein, for purposes of securing and executing agreements with third party (corporate, individual or otherwise) sponsors, donors and advertisers (“Contributors”) for Client events and venues, and Client’s tri-annual bulletin (each, an “Event” or the “Venue” and such services provided by HTM as non-exclusive representative, subject to Client’s non-circumvention, the “Promotional Services”); and

WHEREAS, HTM shall seek sponsorship, donor and advertising opportunities for each Event and Venue, and for the Bulletin, through the use of the HTM’s Internet-based sponsorship portal (the “Sponsorship Portal”) and through the marketing support tools provided to the City as part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. Term of Agreement; Sponsorship, Donor and Advertising Offers.

- (a) The term of this Agreement shall commence on the Effective Date and end on the second (2nd) anniversary of the Effective Date unless terminated earlier or extended in accordance with the terms of this Agreement (such period, the "Term"). The Term will automatically be extended for one (1) additional twelve-month period unless either Party provides the other Party with written notice to terminate this Agreement at least ninety (90) days prior to the end date of the Term then in effect.
- (b) The Parties hereby agree that the terms of any sponsorship, donor or advertisement offer received by HTM and the identity of the prospective Sponsor, Donor or Advertiser shall be promptly transmitted to Client. Client shall have the right to reject such offer(s), within a period of ten (10) business days from Client's receipt thereof for any reason within the sole discretion of the Client. Bryan Bogre shall be Client's sole point of contact for notification of prospective sponsorship, donor or advertiser opportunities until Client informs HTM in writing of a new contact person. Each Party agrees that all notices to be provided under this Agreement including any notices to be provided under this Section 1(b) shall be provided in accordance with the procedures set forth in Section 16(h) of this Agreement to the individual listed on the signature page hereto (the "Authorized Person").

SECTION 2. Cooperation; Client Representations, Warranties and Covenants.

- (a) It is the intent of this Agreement that the Parties will cooperate fully with each other in order to achieve the mutual objective of generating revenue for Client through the utilization of the Sponsorship Portal to attract and retain sponsors, donors and advertisers for Client's Events and Venues, and Bulletin. Each Party shall use its best efforts to obtain any necessary approvals, permits or licenses necessary to carry out the purposes of this Agreement. Client shall identify HTM as its non-exclusive agent with respect to all of the rights granted herein.
- (b) Client represents and warrants to HTM that (i) Client has the absolute right to grant and license the rights described in this Agreement herein to HTM and provide HTM all of the benefits described in this Agreement (collectively the "Licensed Rights and Benefits"); (ii) there are no oral or written agreements, contracts, options or other documents of any kind which Client has entered into which would in any way impair or inhibit HTM from exercising the Licensed Rights and Benefits on a non-exclusive basis; (iii) Client is authorized to timely carry out and/or fulfill any obligation of Client to HTM under this Agreement; (iv) Client will not directly or indirectly license in whole or in part the Licensed Rights and Benefits to a third party or make use of the Licensed Rights and Benefits for itself; (v) Client has not entered into any agreements with any third party which grants exclusive athletic sponsorship, broadcast, promotional, media or other rights to any third party; and (vi) the Authorized Person is authorized by Client to execute and deliver to HTM all approvals necessary or desirable under this Agreement during the Term. Client will protect the rights granted to HTM in this Agreement.
- (c) Client hereby represents and warrants that all information provided to HTM during the implementation period is complete and accurate. Client hereby covenants that it shall, during the entire Term, use its best efforts to: (i) publicize the Sponsorship Portal by posting a prominent reference and hyperlink on all City Recreation Department websites and social media platforms, (ii) notify HTM of any changes to sponsorship inventory availability, (iii) provide HTM with Event schedules in a timely manner, (iv) facilitate each sponsorship as instructed by HTM, and (v) provide HTM with all requested documentation

executed by Client in connection with each activated sponsorship, donor situation and advertisement.

SECTION 3. Fees; Payment Procedures; HTM Representations Warranties and Covenants.

- (a) As to any sponsorship, donor or advertising agreement entered by Client during the Term (excluding those set forth in Paragraph 10), as a result of HTM's involvement therefor, HTM shall retain a fee equal to thirty percent (30%) of the net revenues paid to Client or on Client's behalf arising from or otherwise related to each such sponsorship, donor or advertising agreement for the entire Term of such sponsorship, donor or advertising agreement and any renewals, extensions, amendments, modifications or substitutions thereof (the "Portal Fee"). For this purpose "net revenue" means sponsorship, donor and advertising revenue actually received minus Production Fees defined below).
- (b) HTM will waive the Set-up fee and Annual inventory and pricing assessment fee.
- (c) As to any sponsorship, donor or advertising agreement accepted by Client, HTM shall handle all invoicing and payment processing through HTM's Sponsorship Portal, and shall remit to Client all sponsorship, donor and advertising revenues, net of Portal Fees, Production Fees, unpaid inventory and Approved Expenses (defined below), (i) with respect to cash collected on a quarterly basis commencing from the effective date of the contract. Cash collected from October 1st – December 31st will be paid February 1st, cash collected between January 1st – March 31st will be paid on May 1st, cash collected from April 1st – June 30th will be paid on August 1st, cash collected between July 1st and September 30th will be paid on November 1st. For purposes of this Agreement, "Approved Expenses" shall mean credit card processing fees charged on sponsorship fees and chargebacks incurred by HTM in connection with Promotional Services rendered to Client, etc. HTM agrees to use commercially reasonable efforts to dispute Sponsor chargebacks in appropriate cases.
- (d) If, during the Term, Client rejects any sponsorship offer solicited through the Sponsorship Portal (or otherwise negotiated by HTM) and subsequently agrees to a substantially similar sponsorship offer with the same sponsor at any time while this Agreement is in effect (and for a period of three hundred sixty (360) days following the termination of this Agreement), then HTM shall be entitled to its Portal Fee with respect to such sponsorship.
- (e) HTM hereby covenants that it shall provide Client with the following: (i) assistance in the identification and pricing of available Client's potential sponsorship, donor and advertising inventory, (ii) customer service support to Sponsorship Portal visitors, (iii) hosting and maintenance of the Sponsorship Portal and any related websites, (iv) management of all sponsorship, donor and advertiser purchase orders, (v) payment processing services through the Sponsorship Portal, (vi) accounting reports detailing flow of funds with respect to all business transacted on behalf of Client through the Sponsorship Portal, (vii) management services relating to the production and delivery of sponsorship, donor and advertising items, (viii) clear directions on activation of sponsorships, other donor contributions and advertisements secured by HTM, and (ix) marketing direction to assist Client with the solicitation of sponsorships, donors and advertisements.

SECTION 4. Sponsorship, Donors and Advertisers Scope and Client Approval Rights.

- (a) Scope of Professional Services shall include but not be limited to those included on the attached Exhibit A from the City's RFP document; and Exhibit B from HTM's Proposal, both incorporated herein by reference.

- (b) Except as provided in this Section 4, during the Term all Client sponsorship opportunities shall be run through the Sponsorship Portal, and shall be subject to the term of this Agreement regardless of the form of sponsorship and/or the media or mediums employed to promote sponsor's message, including, without limitation, all forms of signage, media, new media, multi-media, television and radio broadcast, brochures, flyers, public announcement messages, flags, banners, tweets, texts, pre-recorded phone calls, social networking posts, etc. (hereinafter, "Promotional Tools"). Client also agrees that HTM shall have the non-exclusive right, but not the obligation, during the Term, to develop, produce, manufacture, deliver or otherwise create any and all Promotional Tools to be used by Client in connection with the Promotional Services. Client agrees and acknowledges that HTM shall have the right to utilize sub-contractors, selected by HTM in its sole discretion, for purposes of developing and/or producing (as appropriate) any Promotional Tools that HTM elects to develop or produce. Notwithstanding the forgoing, HTM shall not be entitled to any compensation whatsoever in connection with the existing sponsorships, donations and advertising set forth in detail on Schedule 2(b) hereto to the extent the term of such arrangements are inconsistent with the terms set forth in this Agreement (the "Existing Sponsorships").
- (c) HTM shall not solicit sponsorships which would promote any products, services, ideas, beliefs or anything else that would be contain (i) defamatory or libelous material or material which discloses private or personal matters concerning any person, without such person's consent, (ii) content or material that is illegal, contains nudity or is sexually explicit, or by law, obscene, profane or pornographic, (iii) content which implies or portrays graphic violence excessive use of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or (iv) content which is abusive or harassing towards any individual or group of individuals regarding race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification.
- (d) In addition to the prohibitions set forth in Section 4(c) above, Client shall have the right to reject other sponsorship, donor and/or advertising opportunities which, in Client's *reasonable discretion*, are likely to be viewed as inappropriate or otherwise offensive to ordinary members of Client's community.

SECTION 5. Production Requirements and Associated Costs.

- (a) In the event that HTM exercises its right to develop and/or produce any Promotional Tools in connection with any sponsorships, donors or advertisements as described in Section 4 above, sponsor shall pay HTM directly for such Promotional Tools based on the fees quoted on the rate card attached hereto as Schedule 5 (such fees, the "Production Fees" and such rate card, the "Rate Card"). The Production Fees posted on the Rate Card are subject to change at any time in the sole discretion of HTM and are available upon request
- (b) In the event that HTM does not exercise its right to develop and/or produce any Promotional Tools, as described in Section 4 above, HTM shall collect Production Fees set by Client from Sponsors for production of the Promotional Tools through the Sponsorship Portal and shall remit such Production Fees to Client within 15 days after the end of the month in which such funds are received by HTM from the Sponsor so that client can pay third party production costs of such Promotional Tools.

SECTION 6. Activation and Execution.

- (a) Client shall be solely responsible for the installation of any Promotional Tools developed and/or produced, including items produced by HTM pursuant to Section 4 hereof.
- (b) Client shall be responsible for all costs and expenses relative to the maintenance and/or replacement of any and all applicable Promotional Tools including, without limitation, all signage and equipment, video-boards, rotating signage and static signage. Client will clean any Promotional Tools as necessary in order to ensure that such Promotional Tools and the content posted or broadcast thereon is easily viewable without obstruction. Client will also be responsible for payment of any ongoing charges necessary to fulfill sponsorship obligations. Client covenants that all Promotional Tools will be fully functional and operational, and will promptly make any repairs necessary. The foregoing sentence shall not apply to foul poles, goal posts, goal nets and other athletic equipment necessary for participation in any sport or other activity to be held at the Venue.

SECTION 7. Right of First Offer. Intentionally deleted.

SECTION 8. Independent Contractor. HTM will perform its duties hereunder as an independent contractor and not as an employee of Client. HTM will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies it retains pursuant to this Agreement. HTM and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from Client. HTM will be solely responsible for the acts of HTM, its employees and agents. HTM shall provide worker's compensation for all its employees and defend, indemnify and hold Client harmless therefrom, including for all reasonable expenses and attorney's fees.

SECTION 9. Confidentiality; Proprietary Rights. Client agrees that any information it receives from HTM under this Agreement which concerns the personal, financial or other affairs of HTM, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by HTM to Client will be kept confidential and in conformance with all state and federal laws relating to privacy, except those in the public domain or required by law, including but not limited to the Ohio Public Records Act. All concepts, ideas, and information provided by HTM pursuant to this Agreement and any intellectual property conceived of or generated as a result of the relationship between the Parties resulting from this Agreement (the "Derivative Works") shall be owned by HTM or its designated assigns.

SECTION 10. Non-Circumvention. **During the term of this Agreement, the Client shall not enter into any similar arrangement or agreement with any other similar marketing or consulting firm for the same purposes as the subject of the within Agreement.** The Client hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement through any transaction, transfer, pledge, agreement, recapitalization, loan, lease, assignment or otherwise, except for items listed on Schedule 2(b) and the following which are specifically permitted:

The City of Strongsville Parks, Recreation & Senior Services Department is still able to maintain the current agreements they have in place. This Agreement will be to supplement what is currently in place. (For example, youth baseball/softball and basketball team sponsorship, various Senior Center sponsorships).

Current Strongsville City agreements are not subject to the terms of this Agreement.

The City of Strongsville Parks, Recreation & Senior Services Department may still acquire donors and sponsorships as a result of its own efforts and on their behalf that will not fall under the terms of this Agreement.

The Client (including affiliates of Client) agrees that it will not attempt, directly or indirectly, to contact any of HTM's employees, consultants, clients, service providers, contractual counterparties, licensors, partners, affiliates or others with whom HTM does business with or has introduced to Client on any matters relating directly or indirectly to the matters and/or Promotional Services described in the Agreement. Any violation of this provision shall be deemed an attempt to circumvent this provision, and the Client shall be liable for damages in favor of HTM.

SECTION 11. Client's Responsibility. Client hereby agrees that it will be responsible for third-party claims asserted by any person, arising out of or relating to:

- (a) Any breach of this Agreement by Client thereof;
- (b) Client's unauthorized use of any data, content, or work transmitted or received by Client in connection with HTM's provision of Promotional Services hereunder;
- (c) Client's own negligence or willful misconduct.

HTM's Indemnification. Home Team Marketing agrees to have sufficient liability, insurance and professional liability and/or errors and omissions coverage within the City's reasonable discretion, and to indemnify the City and hold it harmless against:

1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.
3. Any and all expenses, penalties and damages incurred by reason of Home Team Marketing's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions arising from Home Team Marketing's services under this Agreement.

SECTION 12. HTM Activities. Client and HTM mutually agree that HTM may provide, does provide, and will continue to provide in the future the same or similar services to those provided under this Agreement to other organizations and may engage in other related or similar businesses and ventures without limitation.

SECTION 13. Permits. Client will be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent Client rules and policies and municipal, county, state and federal laws, but in no event shall HTM be liable for any sales, property, income or excise tax attributable to Client by reason of this Agreement, recognizing, however, that Client is a tax-exempt entity.

SECTION 14. Further Assurances. Intentionally deleted.

SECTION 15. Non-Solicitation. Client and HTM mutually agree that during the Term of this Agreement and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, Client and HTM shall not directly or indirectly, hire or solicit any employee of the other Party or encourage any such person to terminate its relationship with the other Party unless permission is granted to do so. Client and HTM acknowledge that its breach of this Section 15 shall entitle HTM and/or Client, as applicable, to appropriate injunctive relief.

SECTION 16. Miscellaneous.

- (a) Publicity. The Client acknowledges and agrees that HTM shall be entitled to publicize the fact that Client is a client of HTM.
- (b) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- (c) Non-Assignment. Neither Party shall assign this Agreement without the prior written approval of the other Party, which may be denied for any reason.
- (d) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- (e) No Joint Venture or Partnership. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Client and HTM.
- (f) Governing Law. This Agreement is subject to and shall be construed in accordance with the laws of the State of Ohio, except for choice of law provisions. Client and HTM both consent to jurisdiction in the state and federal courts located in Ohio.
- (g) Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all other agreements, if any, express or implied, whether written or oral. Neither party has made and makes no representation of any kind except those specifically set forth herein.
- (h) Notices. Notices by any Party to the other hereunder shall be given by certified or registered mail, return receipt requested, by express courier (Federal Express), or by fax or by personal delivery, all prepaid. All statements, payments and notices shall be given at the respective addresses of Client and HTM set forth on the signature page to this Agreement unless written notice of change of address is given pursuant to the terms of this Section 16(h). Notice shall be deemed effective forty-eight (48) hours after posting of mailed notices and sending of faxes or upon hand delivery thereof, except that notices of change of address shall be effective when received.
- (i) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

- (j) Authority. Each party executing this Agreement has been duly authorized by their respective organizations and where applicable, in accordance with law.
- (k) Non-Discrimination. Home Team Marketing does not discriminate against any person on the basis of race, creed, color, national origin, handicap, sex, age, religion, disability or sexual preference, and will not commit an unfair labor practice in the performance of the contract.
- (l) Compliance with Certain Federal and State Laws. Home Team Marketing shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

Signatures

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

CITY OF STRONGSVILLE
 (Strongsville Parks, Recreation & Senior Services)

Home Team Marketing, LLC

Name: Thomas P. Perciak

Name: Steven F. O'Neill

Title: Mayor

Title: CEO and Chairman

Signature: _____

Signature: _____

Date: _____

Date: _____

Authorized Person for contact and address for notices

Strongsville Parks, Recreation & Senior Services
 Bryan Bogre
 c/o Strongsville Parks, Recreation & Senior Services
 18100 Royalton Road
 Strongsville, OH 44136

Home Team Marketing, LLC
 Patrick J. Spear
 Senior Vice-President
 c/o Home Team Marketing
 812 Huron Raod
 Cleveland, OH 44115

SCHEDULE 2 (b)

Existing sponsorships

Sponsor	Included Elements	Contract Start Date	Contract End Date	Annual Cost

SCHEDULE 5

Production related fees

Below are the production related fees as of the effective date of this agreement. Prices are subject to change at any time in the sole discretion of HTM and HTM may add new production items at any time. A complete and current listing of production related fees is available at any time upon request.

Item	Production fee (including shipping)
A-frame Signage (1)*	\$250.00
8' x 4' Banner (1)	\$80.00
Schedule Magnets (500)	\$175.00
Rally Towels (250)	\$650.00
Stadium Cushions (250)	\$1,250.00

* A-frame signage may incur additional oversize shipping costs based on shipping destination

SCOPE OF PROFESSIONAL SERVICES

Professional services will generally include advertising agency, marketing and consulting, such as but not limited to market research, analysis and counsel; advertising conception, planning, design, development production and sales; graphic design; photography; and evaluation of marketing opportunities.

The proposer should specifically focus on the following areas of service:

1. **Program Bulletin** - Selling space in the Recreation/Senior Bulletin. This bulletin goes out three times a year with approximately 6,000 copies being printed per publication. It will be mailed out to all of our members' households which consist of over 12,000 total members. The bulletin page on our website also receives nearly 1,000 hits per month.
2. **Special Event Packages** - The Department has multiple special events where opportunities would be available, such as follows:
 - a. Open House - 300 - 400 people, open to the public
 - b. Breakfast with the Easter Bunny - a ticketed event that draws 350 people
 - c. 5-K/1 Mile Race - registration required which draws 450 - 700 people
 - d. Touch a Truck - 500 - 700 people, open to the public
 - e. Halloween Hullabaloo - a ticketed event that draws 500 people
 - f. Breakfast with Santa Claus - a ticketed event that draws 350 people
3. **Leagues or Program Packages** - The Department has many leagues and programs where opportunities would be available.
 - a. Adult sports leagues with over 250 teams year round
 - b. Youth sports leagues with over 3,500 children year round
 - c. Youth day camps consisting of nearly 500 children year round
 - d. Year round swim lessons
 - e. Many other programs which would be available upon request
4. **Aquatic Center Scoreboard** - The aquatic center has a full color LED video display scoreboard. Spots could run in a loop for a maximum period of 30 seconds. These spots will not run during swim meets or swim practices.
5. **Name Recognition Sponsorships of Donors on Plaque at Recreation & Senior Center** - A plaque will be displayed in a prominent area in the Ehrnfelt Recreation Center acknowledging all levels of donors.
 - a. The Recreation and Senior Center averages over 600,000 visits per year
 - b. The location and/or size on this plaque would be determined based on the amount of the donation
 - c. Names on the plaque would change yearly based on amount of the donation

*****THE CITY RESERVES ITS RIGHT WITHIN ITS SOLE DISCRETION TO ACCEPT OR REJECT ANY PROPOSED ADVERTISING, SPONSORSHIPS OR DONATIONS.*****

Marketing & Management

Any effective marketing program must start with a plan. All of our engagements start with an in-depth questionnaire to get to know you and your needs better. Followed by a kick-off meeting to discuss the project and lay out a time line.

Home Team Marketing will then create an easy to use online sponsorship portal for the City of Strongsville Parks, Rec. & Sr. Services Dept. to solicit advertising partnerships. HTM will use its expertise to identify and develop inventory that can be made available for partnerships. Additionally, HTM will work directly with Strongsville Parks, Rec. & Sr. Services Dept. to build unique marketing packages which will attract advertising partners.

Home Team Marketing will create a strategic marketing plan for the City of Strongsville Parks, Rec. & Sr. Services Dept. to best leverage its unique communication channels within the local community. As a part of this strategic marketing plan, we will create a communications tool kit utilizing best practices for Strongsville Parks, Rec. & Sr. Services Dept. to use in order to gain advertising partners.

Home Team Marketing would welcome the opportunity to provide a live demonstration of the online sponsorship portal.

EXHIBIT B

Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

4. CONSULTANT'S INDEMNIFICATION. Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (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 Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (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 Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

5. 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 agreement with any other entity.

6. NONDISCRIMINATION. Consultant 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 age, race, color, religion, creed, gender, national origin, sexual preference, or disability.

7. 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.

8. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:

Bryan V. Bogre
Director of Recreation & Senior Services
City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
*with a copy to the Law Director at
16099 Foltz Parkway, Strongsville, OH 44149*

If to Consultant:

Steven F. O'Neill
Home Team Marketing, LLC
812 Huron Road
Cleveland, Ohio 44115

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

9. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

10. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

11. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

12. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by the applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13, as amended, regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

13. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

14. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives.

Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Agreement is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
HOME TEAM MARKETING, LLC

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Steven F. O’Neill, CEO and Chairman
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2015.

Kenneth A. Kraus, Law Director

PROPOSER'S AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Cuyahoga)

Patrick Spear, whose title is Senior Vice President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of Home Team Marketing, LLC, the party making the enclosed Proposal, and says further that ~~said Home Team Marketing, LLC (sole owner, authorized partner, or authorized officer or agent)~~ is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work or services; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the Proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Patrick Spear
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 26th day of June, 2015.

Christina Yee
Notary Public

CHRISTINA YEE, Notary Public
State of Ohio
My Commission Expires August 4, 2018

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio)
COUNTY Cuyahoga) SS:

Patrick Spear, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of Home Team Marketing, LLC in the City of Strongsville, State of Ohio.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

Home Team Holdings, LLC (single member)
5 International Drive Ste 120
Rye Brook, NY 10573

CORPORATION ONLY: That he/she is the duly-authorized _____ of _____, a corporation organized and existing under the laws of the State of _____ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

NIA

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: _____

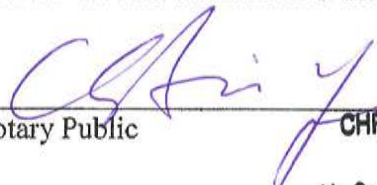
and that the following officers are duly authorized to execute contracts on behalf of said corporation:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.


Signature Patrick Spear
Senior Vice President

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 26th day
of June, 2015.


Notary Public
CHRISTINA YEE, Notary Public
State of Ohio
My Commission Expires August 4, 2018

AFFIRMATIVE ACTION CERTIFICATE

In providing goods and/or services hereunder service provider, vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Service provider, vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company Home Team Marketing, LLC

By Patrick Spear
Senior Vice President

Date _____

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

Home Team Marketing, LLC

By: 

Title: Patrick Spear
Senior Vice President


Date: _____

STATE OF Ohio)

COUNTY OF Cuyahoga)

) SS:
)

SWORN TO AND SUBSCRIBED before me this 2nd day of July,
2015.


Notary Public

**DANE MACASKILL
NOTARY PUBLIC, STATE OF OHIO
My Commission Does Not Expire**

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 194

By: Mayor Perciak and All Members of Council

A RESOLUTION OF APPRECIATION TO THE NORTHEAST OHIO AREA-WIDE COORDINATING AGENCY (NOACA) FOR UNDERTAKING A STUDY AND PREPARING A REPORT CONCERNING THE STRONGSVILLE TOWN CENTER WHICH WILL FACILITATE FURTHER ECONOMIC DEVELOPMENT IN THE CITY OF STRONGSVILLE.

WHEREAS, the Northeast Ohio Area-Wide Coordinating Agency (“NOACA”) has worked with the City of Strongsville and coordinated its efforts to study and make recommendations for re-development of the City’s Town Center area; and

WHEREAS, as a result of NOACA’s efforts, a significant comprehensive report has been generated by NOACA reflecting its recommendations for re-development and renovation of the City’s Town Center; and

WHEREAS, such study and report will undoubtedly be of great value and assistance to the City in its continuing efforts to facilitate re-development of the Town Center area, and fostering of further economic development in this area and abutting areas within the City of Strongsville.

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

Section 1. That the City through the Mayor and this Council offer sincere thanks and appreciation to NOACA for allocating the resources necessary in order to generate the study and report regarding Strongsville’s Town Center, and designated as NOACA’s Strongsville Town Center Study, which constitutes a significant contribution to the City’s continuing effort for re-development in this particular area of the City and economic development generally.

Section 2. 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 actions were in meetings open to the public, in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 194
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2015-194 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 195

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 OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) 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 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 Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, and 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description attached hereto as Exhibit A. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit B attached hereto (the "Project"); and

WHEREAS, in connection with the Project, this Council may cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Infrastructure Improvements") to be made by Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, shall pay for and cause the construction of the Public Infrastructure Improvements; 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 Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay certain expenses related to the Project and to reimburse the Developer for the costs of the construction of the 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 Exhibit C hereto, if made or caused to be made by the City, 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.

Section 2. That pursuant to and in accordance with the provisions of Ohio 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 herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the 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 Section 5709.42 of the Revised Code, 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 Municipal Public Improvement Tax Increment Financing Fund established in Section 4 hereof. In accordance with Ohio 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 Section 5709.43 of the Ohio Revised Code, the Westwood Commons Public Improvement Tax Increment Financing 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 Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including 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 successor or assign, for any monies used to pay costs of the Public Improvements, and
- (ii) after reimbursement to Developer for item (i) above, for the use by the City for other Public Infrastructure Improvements that 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 said Section 5709.43.

Section 5. That pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen 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 Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

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 re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; 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
 Approved: _____
 Mayor
 Date Passed: _____, 2015
 Date Approved: _____, 2015
 Attest: _____
 Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

ORD. No. 2015-195 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT A
THE PROPERTY

PPN: 396-10-003
PPN: 396-10-004
PPN: 396-10-005
PPN: 396-10-011
PPN: 396-10-001
PPN: 396-10-002
PPN: 396-10-016

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;


Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";



Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons
Mitchells Parcel
DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons
Mitchells Parcel
DGB 4359-1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT B

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
"Demolition and Environmental Remediation"	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 196

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT AND A CONSTRUCTION AGENCY AGREEMENT WITH CAMERON-ALLIE DEVELOPMENT GROUP LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site"). The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit A (the Developer Improvements) attached hereto (the "Project") and pursuant to the terms and conditions of a Project Development Agreement by and between the City and the Developer; and

WHEREAS, pursuant to Ordinance No. 2015- 195, this Council has described and declared that certain public improvements to be made which directly benefit certain parcels that comprise the Project Site, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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 equivalent fund into which such service payments shall be deposited; and

WHEREAS, in connection with the Project, this Council intends to cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements at the Project Site as further described in more detail on Exhibit B attached hereto (the "Public Infrastructure Improvements") to be made by Developer, as the City's designated construction agent, pursuant to the terms and conditions of a Construction Agency Agreement, by and between the City and Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, as the City's Construction Agent, pursuant to the terms and conditions of the Construction Agency Agreement, shall pay for and cause the construction of the 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, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit C and which in all respects is hereby approved.

Section 2. That the Mayor be and is hereby authorized to enter into the Construction Agency Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit D and which in all respects is hereby approved.

Section 3. 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 4. 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 re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; 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: _____, 2015

Approved: _____
Mayor

Date Approved: _____, 2015

Attest: _____
Clerk of Council

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015- 196
PAGE 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

ORD. No. 2015-196 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

EXHIBIT A

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
<i>"Demolition and Environmental Remediation"</i>	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	
Disposal of Excess Material Off-Site	903	CY	8.40		\$7,585.20		

Overall Total

\$ 932,263.58

The Public Infrastructure Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property or directly benefiting or serving the Property, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT C
PROJECT DEVELOPMENT AGREEMENT

PROJECT DEVELOPMENT AGREEMENT

by and between

THE CITY OF STRONGSVILLE, Ohio

and

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,

as the Developer

Dated

as of

_____, 2015

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PROJECT DEVELOPMENT AGREEMENT
(City of Strongsville - Westwood Commons)

This Project Development Agreement (this "Agreement") is made effective and entered into as of _____, 2015 the ("Effective Date") by and between the City of Strongsville, Ohio (the "City"), a charter municipal corporation and political subdivision organized and existing under the laws of the State of Ohio, and Cameron-Allie Development Group, LLC (the "Developer"), an Ohio limited liability company.

RECITALS

A. The Developer has acquired and plans to redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-001, 396-10-002 and 396-10-016 (the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description and Lot Split and Consolidation Plat attached hereto as Exhibit A.

B. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016 (the "Mitchell's Parcel"), and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further depicted on Exhibit B attached hereto (the "Developer Improvements").

C. Upon Developer's completion of the aforementioned site work on the Mitchell's Parcel, Developer intends to sell the Mitchell's Parcel to Mitchell Brothers Ice Cream, Inc., or its assigns ("Mitchell's") whereby Mitchell's intends to construct a free standing building totaling approximately 3,000 square feet.

D. As part of the Developer Improvements, there are certain public infrastructure improvements required which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Improvements," and together with the Developer Improvements, collectively the "Improvements") as approved by the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, "City Review & Approval Bodies"). For avoidance of doubt, any work performed by Developer on the Mitchell's Parcel, as further described in more detail on Exhibit B-1 shall be included within the definition of Improvements and any work performed by Mitchell's, its agents, representatives, or contractors, on the Mitchell's Parcel shall be expressly excluded from the definition of Improvements.

E. 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 adequate commercial retail space, parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the real property comprising the Project Site. F. Pursuant to Ohio Revised Code Section 5709.40, 5709.42 and 5709.43, the City Council (the "Council") passed the TIF Ordinance (as defined herein) 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: (1) that the Improvements are a public purpose, and designating the Improvements as a public improvement benefiting the Project Site; (2) 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 hereinafter defined), with respect to the real property comprising the Project Site; (3) 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 herein) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined herein), the City will reimburse the Developer for costs incurred by Developer for constructing the Public Improvements.

Section 1.02 Job Creation. Developer anticipates that the construction of the Improvements will create approximately 86 full time equivalent new jobs and 44 part time equivalent new jobs within six (6) months after Completion (as herein defined) of the Improvements and maintain a payroll of approximately \$2,000,000 throughout the Covenant Period (as defined herein).

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on and adjacent to the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The City shall designate the Developer as its Construction Agent with respect to the construction of the Public Improvements, pursuant to the terms of a Construction Agency Agreement to be entered into by and between the City and the Developer, in substantially the form of the agreement attached hereto as Exhibit D. The Developer, acting as the City's Construction Agent, shall construct the Public Improvements and advance the funds therefor.

Section 1.04 Costs of Improvements. The Developer agrees that the cost of the Improvements shall be approximately \$2,502,000 for the Developer Improvements and \$932,000 for the Public Improvements, representing a total investment of approximately \$3,434,000 million.

Section 1.05 Construction. Construction of the Improvements shall commence no later than January 1, 2016 (“Commencement Date”) and shall be substantially complete (“Completion”) no later than the one year anniversary of the Commencement Date (the “Completion Date”), in accordance with the Project Schedule set forth on the attached Exhibit E, subject to the provisions of Article VIII of this Agreement. 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 Construction Contract. The Developer, as Construction Agent, will enter into lump sum or Guaranteed Maximum Price Contract with a construction manager (the “Construction Manager”) acceptable to the City (the “Construction Contract”) for the construction of the Public Improvements. Developer hereby acknowledges that the selection of the Construction Manager and each subcontractor under the Construction Contract is subject to the City’s public bidding requirements as set forth in Section 5 of the City’s Charter, the applicable City ordinances and any applicable requirements under State law. The Construction Contract shall include a detailed schedule of values in sufficient detail to enable the City to determine the costs of the various components of the Public Improvements.

Section 1.07 Payment and Performance Bond. Concurrent with execution of the Construction Contract, Developer shall provide a Payment and Performance Bond to the City in the full amount of the contract price guaranteeing full and timely payment and performance of the Construction Contract for the Public Improvements. The bond shall be written by a surety licensed or authorized to conduct business in the State of Ohio and of sufficient financial rating, and in a form satisfactory to the City’s Director of Finance and the City’s Law Director. Developer shall not be required to obtain a Payment or Performance Bond in connection with the Developer Improvements.

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, including but not limited to the Construction Manager and subcontractors, 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 maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Developer’s operations and completed operations under this Agreement and the Construction Contract, whether such operations be by the Developer, Construction Manager, or by a subcontractor, agent, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in this Agreement or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Developer’s obligations under Article V of this Agreement. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days’ prior

written notice has been given to the City. Developer shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Agreement to include the City as an additional insured for claims caused in whole or in part by any of the Developer's acts or omissions, any acts or omissions of the Construction Manager, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the construction of the Public Improvements.

The insurance required by this Agreement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability on this project and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims arising from work conducted, services provided, and/or materials supplied by Developer, Construction Manager, or any of their subcontractors or agents with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions: Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted. The Products/Completed Operations coverage shall remain in effect for at least two (2) years following Completion Date.

(iii) Employer's Liability insurance with minimum limits of \$1,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.

(iv) Commercial/Business Automobile Liability insurance with minimum combined single limit of \$1,000,000 per occurrence (bodily injury and property damage liability). Coverage shall be for liability arising out of the use or operation of owned, hired, leased, and non-owned vehicles.

(v) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000).

(vi) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Agreement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the City may have, (2) obligate Developer to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain

waivers of subrogation against the City, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the City's approval.

Before exposure to liability or a loss may occur, Developer shall deliver to the City Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Agreement. Upon request by the City, Developer shall deliver to the City copies of any or all of the insurance policies providing the liability insurance required by this Agreement, including copies of any declarations pages and endorsements relating thereto.

Developer shall require in the Construction Contract with the Construction Manager that the Construction Manager also procure insurance that satisfies all of the foregoing requirements.

Article II

Tax Increment Financing; Service Payments

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached hereto as Exhibit F, 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 Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund ("TIF Fund").

Section 2.02 Service Payments. The City shall, after completion of construction of the Improvements and approval by the City's Review & Approval Bodies, 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 and net of out-of-pocket expenses, including the reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City) to reimburse the Developer for the costs of the Public Improvements pursuant to the terms of the Construction Agency Agreement. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than December 31, 2045). If, for any reason, the exemption ends prior to the full reimbursement of the Developer for the cost of such Public Improvements, the City shall have no further liability to the Developer for reimbursement. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for the cost of the Public Improvements 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.

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 hereof (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 not to contest the assessed valuation of the Improvements for real property tax purposes below a fair market value of \$3,000,000, as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period. The Developer intends to sell the Mitchell's Parcel and as such, the parties hereto agree that the Mitchell's Parcel shall not be subject to this Section 2.04.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.02 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. Any future deed from the Developer conveying the Project Site, or a portion thereof, shall include the provisions in the preceding sentence. 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 a Declaration 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 2.02 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 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any payment required hereunder, such Developer, successors or assigns or future Owner shall pay, in addition to the Service Payments it is required to pay hereunder, (i) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Section 323.121(B)(1) and 5703.47, as may hereinafter be amended or succeeded and (ii) such amount as is required to reimburse the City for any and all reasonable and actually incurred 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.

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'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. The Developer shall submit the Plans and Specifications to the City's Planning Commission within thirty (30) days of the Effective Date of this Agreement.

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 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.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained herein 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 hereunder.

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 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 thereof. Except as otherwise expressly provided for herein, 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 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) That the City is a municipal corporation duly organized and validly existing under the laws of the State of Ohio, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) That the City has taken all actions required to be taken under the laws of the State of Ohio 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) That the Developer is duly organized and validly existing as a limited liability company under the laws of the State of Ohio and is in good standing under the laws of the State of Ohio.

(b) That this Agreement has been duly executed, authorized and delivered by the Developer to take action and is a 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.

(c) That 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) That the construction of the Improvements will be performed in a professional manner and in accordance with commercially reasonable standards.

(e) That the Developer has obtained sufficient financing for completing construction of 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, employees and public officials 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 (i) the construction of the Improvements, (ii) 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; (iii) 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; and (iv) the Developer, or any successor or assign and any future Owner failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer hereby agrees to indemnify, defend, and hold harmless the City and the respective commissioners, officers, agents, attorneys and employees of the City (hereinafter referred to individually as an "Indemnitee" and collectively, as the "Indemnites"), and each of them, from and against any and all claims and losses incurred by Indemnites related to the construction of the Improvements, including but not limited to Environmental Losses (as hereinafter defined). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnites, 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 Indemnity. In the event that such payment is not made, Indemnites, 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 hereinafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereinafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereinafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereinafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereinafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereinafter amended; and any similar State and local laws and ordinances and the regulations now or hereinafter 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 (as hereinafter defined) 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 (5th) calendar day following its due date, any Service Payment, or installment thereof 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 herein within thirty (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 thirty (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 herein.

(c) Prior to the completion of the Improvements, the Developer (1) is adjudged insolvent, (2) admits in writing its inability to pay its debts generally as they become due, (3) makes a fraudulent transfer, or (4) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (1) 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 (2) 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 ninety (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 thirty (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 thirty (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. In the event that an Event of Default for which there is not a specific cure period set forth in Article VII 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 said breach. 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, or

(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 herein 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 Ohio Revised Code ("O.R.C."). 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 hereof, 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.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default 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.

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 herein in "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 (5) 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 hereby. No representation or warranty of any party contained herein 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 hereof, 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 hereby, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X
Temporary Easement for Construction/Dedication or Other Interest in Certain Public Improvements

Section 10.01 Temporary Easement for Construction and Demolition. Developer grants to the City and its construction agents, for the benefit of the City and its agents, a non-exclusive temporary easement upon, across, over, through and above, including light and air, over the Project Site, for the demolition, remediation, construction, re-construction, use, and operation of the Public Improvements.

Section 10.02 Dedication of Public Improvements. Developer hereby acknowledges and agrees that those Public Improvements within the public right-of-way or where otherwise required by the City, shall be dedicated to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City.

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 10.03 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its construction agents, for the benefit of 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: Cameron-Allie Development Group, LLC
 13000 Darice Parkway
 Strongsville, Ohio 44149
 Attn: Real Estate Department

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 Supplemental Forms. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Equal Opportunity Requirements
- Declaration and Representation (O.R.C. §9.24)
- Certification and Representation (O.R.C. §3517.13, as amended)

Section 11.03 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 11.04 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 11.05 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, creed, gender, national origin, or disability.

Section 11.06 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 11.07 Paragraph Headings. The paragraph headings contained herein 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 11.08 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall be engaged solely as an independent contractor, and 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 11.09 No Partnership. Nothing contained herein 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 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. 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 respectively and their respective partners, successors, permitted assigns and legal representatives.

Section 11.13 Assignments and Transfers. During the development and construction of the 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; provided, however, no prior consent shall be required for Developer's transfer of the Mitchell's Parcel.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Ohio. 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.

[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”

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

“Developer”

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,
an Ohio limited liability company

By: Francis Development LLC,
its Manager

By: _____
Mike Catanzarite, Manager

CERTIFICATION OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2015.

Kenneth A. Kraus, Law Director

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, 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 Westwood Commons Public Improvement Tax Increment Financing (“TIF”) Fund and is in the process of collection from said fund and is free from prior encumbrance.

Date

Joseph K. Dubovec,
Director of Finance

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

PPN: 396-10-003
396-10-004
396-10-005
396-10-011
396-10-001
396-10-002
396-10-016

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

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Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7878 HUB PARKWAY - VALLEY VIEW, OHIO 44125 • (216) 842-1130
FAX • (216) 842-1132

P.P.N. 396-10-002
DGB 4359-1

July, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7978 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

P.F.N. 396-10-002

DGB 4359-1

the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

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DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as “Westwood Commons” on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City’s “Town Center District”, including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City’s commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City’s downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.

EXHIBIT B-1

DEVELOPER'S IMPROVEMENTS ON MITCHELL'S PROPERTIES

DEMOLITION

Seller will demolish and remove all existing improvements, including but not limited to all structures, building foundations, encroachments, asphalt, concrete, curbs, utilities, signs, trees/shrubs and underground storage tanks, if any.

UTILITIES

Seller will deliver the site with utilities AS-IS, per the survey prepared by Donald Bohning & Associates dated October 2014.

WELL

Seller will cap any existing well(s) at the Property per Buyer's engineer's specifications.

CRITICAL DRIVEWAY

Seller shall complete construction of the Critical Driveway and the Parking and Access Easement pursuant to the terms of the Agreement and the Declaration.

EARTHWORK

Seller will complete the following:

- Any fill on the Property shall be compacted to a minimum of 100% of the maximum dry soil density as defined by ASTM 1557. Soil reports and compaction testing shall be certified and signed by a licensed civil/geotechnical engineer prior to pad acceptance by Buyer.
- Final grade shall be to 1.0 foot (+/- 0.1 foot) below the finished elevations as defined by Buyer's approved grading plan. This must be certified by a licensed civil engineer prior to pad acceptance by Buyer.
- Any undocumented fill on Buyer's leased space shall be removed and recompacted to minimum standards as defined by Buyer's soils report.
- Fill material shall be acceptable soil free of rock or gravel greater than 2" in any dimension. Backfill or fill locations shall be placed in 8" layers in loose depth for heavy equipment or 4" in loose depth for material compacted by hand-operated tampers.
- Soils must comply with ASTM D4829 and those soils with a UBC Expansion Index greater than 15 within the upper 2 feet of pad subgrade (soil grade) shall be removed and replaced with non-expansive material. Imported non-expansive fill should consist of a well graded, slightly cohesive, fine silty sand or sandy silt soil, with relatively impervious characteristics when compacted. This material should typically possess the following characteristics:

Percent Passing No. 200 Sieve	20 to 50
Plasticity Index	10 maximum
ASTM D4829 Expansion Index	15 maximum

- On-site soil will comply with ASTM D4829 and have a UBC Expansion Index between 15 and 50 may be utilized below 2 feet of soil grade.
- Seller shall provide path of travel for pedestrian from street-side sidewalk to Mitchell's pad. Location to be determined with Buyer's Architect/Civil Engineer or Seller's Architect/Civil Engineer.
- All certifications to be provided by Seller.

PERMEABLE PAVERS - Upon Buyer's request, Seller agrees to work with Buyer to modify the foregoing "earthwork" specifications to accommodate permeable pavers; provided, however, that it is understood and agreed that Buyer shall be responsible for any increase in the cost of the "earthwork" resulting from such modifications.

EXHIBIT C

PUBLIC IMPROVEMENTS

The Public Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
<i>"Demolition and Environmental Remediation"</i>	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	

Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10
Disposal of Excess Material Off-Site	903	CY	8.40	\$7,585.20	\$7,585.20
Subtotal					\$183,046.95
"water and sewer lines"					
"stormwater and flood remediation projects necessary for econ dev."					
Abandon Existing Water Connections	4		2000.00	\$8,000.00	\$8,000.00
Relocate Existing Utilities- CEI Poles	1		30000.00	\$30,000.00	\$30,000.00
Hydrants	1		5000.00	\$5,000.00	\$5,000.00
			175000.0		
Storm Water Retention	1		0	\$175,000.00	\$175,000.00
Storm Sewer System Drainage	550	LF	16.45	\$9,047.50	\$9,047.50
Underdrains	1		10000.00	\$10,000.00	\$10,000.00
Catch Basins, Inlets, Etc.	8	EACH	986.00	\$7,888.00	\$7,888.00
Bury overhead power lines				<u>TBD</u>	
Subtotal					\$244,935.50
public roads and right of ways / easements					
Concrete Walks	12400	SF	7.50	\$93,000.00	\$93,000.00
			130000.0		
Landscaping / Fencing	1	LS	0	\$130,000.00	\$130,000.00
Lighting and Poles	8	EACH	3943.00	\$31,281.13	\$31,281.13
Asphalt / Concrete				<u>\$250,000</u>	
Subtotal					\$ 504,281.13

Overall Total

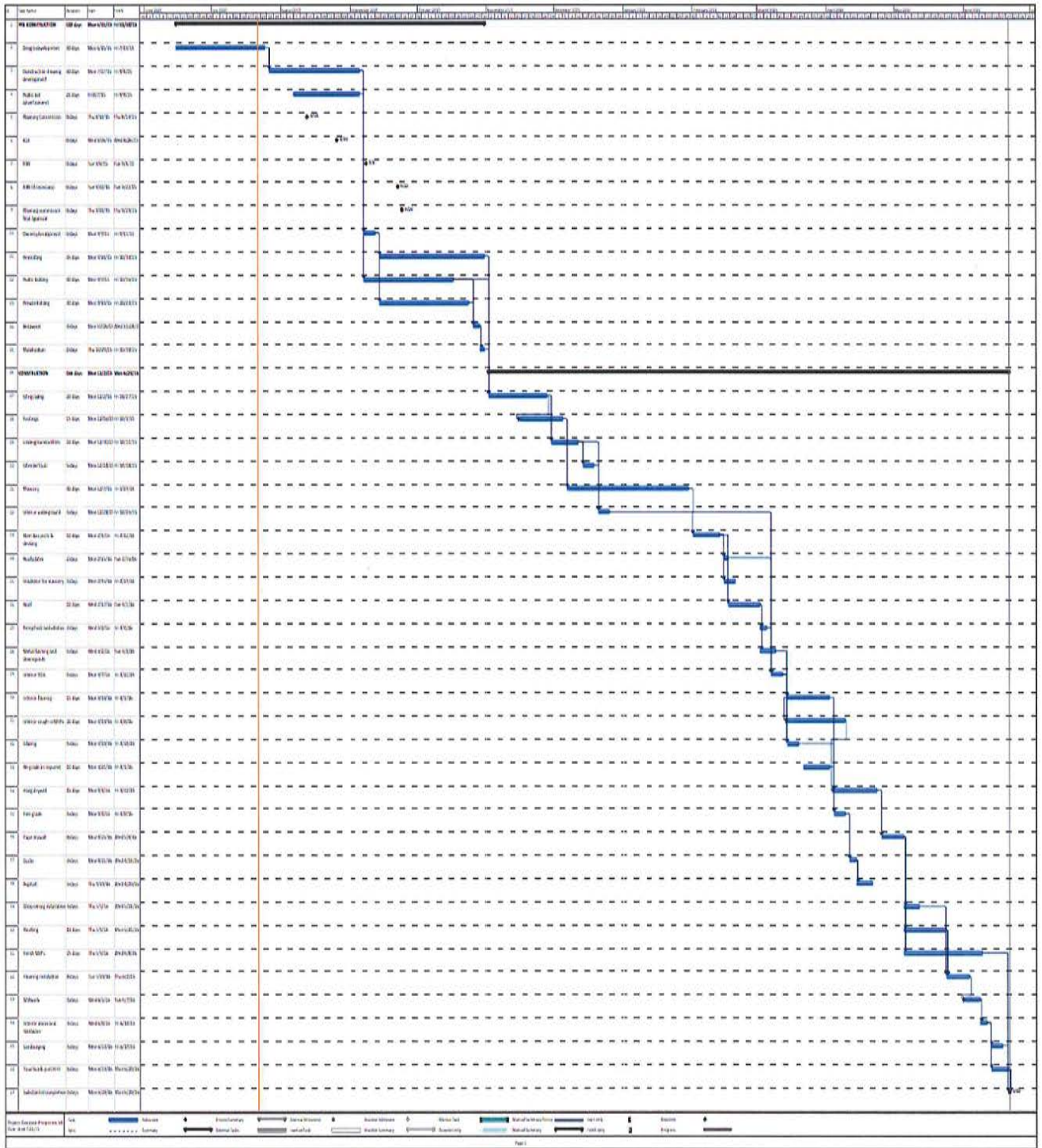
\$ 932,263.58

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements .

EXHIBIT D
CONSTRUCTION AGENCY AGREEMENT

EXHIBIT E

PROJECT SCHEDULE FOR IMPROVEMENTS



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- _____

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 OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) 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 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 Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, and 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description attached hereto as Exhibit A. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit B attached hereto (the "Project"); and

WHEREAS, in connection with the Project, this Council may cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Infrastructure Improvements") to be made by Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, shall pay for and cause the construction of the Public Infrastructure Improvements; 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 Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay certain expenses related to the Project and to reimburse the Developer for the costs of the construction of the 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 Exhibit C hereto, if made or caused to be made by the City, 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.

Section 2. That pursuant to and in accordance with the provisions of Ohio 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 herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the 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 Section 5709.42 of the Revised Code, 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 Municipal Public Improvement Tax Increment Financing Fund established in Section 4 hereof. In accordance with Ohio 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 Section 5709.43 of the Ohio Revised Code, the Westwood Commons Public Improvement Tax Increment Financing 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 Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including 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 successor or assign, for any monies used to pay costs of the Public Improvements, and
- (ii) after reimbursement to Developer for item (i) above, for the use by the City for other Public Infrastructure Improvements that 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 said Section 5709.43.

Section 5. That pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen 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 Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

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 re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; 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

Approved: _____
Mayor

Date Passed: _____, 2015

Date Approved: _____, 2015

Attest: _____
Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

EXHIBIT A
THE PROPERTY

PPN: 396-10-003
PPN: 396-10-004
PPN: 396-10-005
PPN: 396-10-011
PPN: 396-10-001
PPN: 396-10-002
PPN: 396-10-016

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons
Mitchells Parcel
DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons
Mitchells Parcel
DGB 4359-1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT B

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood
Commons I and II
 As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
"Demolition and Environmental Remediation"	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT D
CONSTRUCTION AGENCY AGREEMENT

CONSTRUCTION AGENCY AGREEMENT

by and between

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,
as the Construction Agent

and

THE CITY OF STRONGSVILLE, OHIO

Dated

as of

_____, 2015

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CONSTRUCTION AGENCY AGREEMENT

This CONSTRUCTION AGENCY AGREEMENT, made effective as of _____, 2015 (the "Agreement"), by and between Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Construction Agent"), and the CITY OF STRONGSVILLE, OHIO, a municipal corporation and political subdivision in and of the State of Ohio (the "City"):

RECITALS:

A. The City and the Construction Agent, as Developer, have executed and delivered a Project Development Agreement, dated as of _____, 2015 (as the same may be amended from time to time, the "Development Agreement"), has agreed to the development of the Project on the Project Site and to cause the construction of the Public Improvements and the Construction Agent, as Developer, has agreed to construct the Public Improvements as agent for the City.

B. Pursuant to Ordinance No. _____, passed by the Council of the City on _____, 2015, the City has passed a TIF Ordinance for the purpose of using the Service Payments (as defined in the "Development Agreement") to pay the costs of constructing the Public Improvements.

C. In order to provide for the construction of the Public Improvements, the City and the Construction Agent, acting as an independent contractor with and agent of the City for such purpose, have determined to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and in order to induce the City to provide for the Service Payments to pay the costs of construction of the Public Improvements and in order to induce the Developer to undertake the construction of the Public Improvements and Developer Improvements on the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Construction Agent and the City covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Use of Defined Terms.

Each capitalized word or term used as a defined term in this Agreement but not otherwise defined herein shall have the meaning assigned to it in the Development Agreement, unless the context or use indicates another or different meaning or intent. Those definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein.

Section 1.2 Definitions.

As used herein:

"*Allowable Costs*" means all amounts paid or payable by the Construction Agent within the categories encompassed by the line items of the Project Budget pursuant to this Agreement, the Approved Construction Documents and any other agreements relating to the Project Site and the Public Improvements which have been approved by the Developer and shall also include, in any event, whether or not included in the foregoing, all "Hard Costs" and all "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, lawyers, accountants and consultants and other related expenses.

"Approved Construction Documents" shall have the meaning assigned to that term in Section 3.6.

"Authorized Construction Agent Representative" means the person at the time designated on behalf of the Construction Agent by written certificate furnished to the City, containing the specimen signature of such person and signed on behalf of the Construction Agent by its Manager. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Construction Agent Representative.

"Authorized Official" means the person at the time designated on behalf of the City by written certificate furnished to the Construction Agent, containing the specimen signature of such person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

"Business Day" means any day other than (i) a Saturday or Sunday or a day on which banking institutions in Cleveland, Ohio are authorized by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

"City Review & Approval Bodies" means, collectively, but not limited to the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments.

"Claims" means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, utility charges, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

"Completion" shall have the meaning assigned to that term in the Development Agreement.

"Completion Date" shall have the meaning assigned to that term in the Development Agreement.

"Condemnation" means any condemnation, requisition, confiscation, seizure or other taking or sale of the use, occupancy or title to the Project Site, the Project or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain, or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use, occupancy or title is taken.

"Construction Contract" shall have the meaning ascribed to that term in the Development Agreement.

"Construction Event of Default" means the occurrence of an event described in Section 7.1 hereof.

"Construction Event of Loss" means an event of damage or casualty occurring during the Construction Period with respect to all or part of the Project that is determined to be a Construction Event of Loss pursuant to Section 5.1 hereof.

"Construction Event of Taking" means a Condemnation occurring during the Construction Period and determined to be a Construction Event of Taking pursuant to Section 5.2 hereof.

"Construction Force Majeure Event" means any cause, circumstance or event occurring during the Construction Period that is not reasonably within the control of the Construction Agent or its agents employees, contractors, subcontractors and material suppliers, to the extent that such delay materially affects the performance of the Construction Agent. As used herein *"Construction 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 for the foregoing reasons. An event or occurrence that arises or results from an intentional, wrongful or grossly negligent action or failure to act by the Construction Agent, its agents, employees, contractors, subcontractors and material suppliers during the Construction Period shall not be a Construction Force Majeure Event.

"Construction Loss Proceeds" means any proceeds or recoveries from third parties (excluding personal property, business interruption (so long as an Event of Default shall not have occurred and be continuing), fixtures (other than those fixtures constituting a part of the Project), extra expense, expediting and loss adjustment expense claim proceeds) reasonably expected by the Construction Agent to be available during the Construction Period on account of any Construction Event of Loss or Construction Event of Taking, whether pursuant to any insurance, award or other Claim for damage or relief against a third party or otherwise.

"Construction Management Agreement" means the Construction Management Agreement by and between Developer and Construction Manager.

"Construction Manager" means that construction manager selected pursuant to Section 5 of the City's Charter, being the lowest and best bidder, any applicable City ordinances and any applicable requirements under State law, and any permitted successors and assigns.

"Construction Period" means the period beginning on the date on which the construction of the Project commences and ending on the Final Completion Date.

"Developer Improvements" means the mixed-use buildings, structures and improvements as further described in the Development Agreement.

"Event of Default" shall have the meaning assigned to that term in Section 7.1 hereof.

"Final Completion Certificate" shall have the meaning assigned to that term in Section 4.4 hereof.

"Final Completion Date" shall mean the date on which the City shall have approved the Final Completion Certificate with respect to the Public Improvements in accordance with Section 4.4 hereof.

"Governmental Authority" means any 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 any court, administrative tribunal, or public utility.

"Latest Completion Date" means January 1, 2017, or such later date as may be agreed to by the City if the time for completion of the Public Improvements shall be extended.

"Material Delay" means any event or condition (or related series of events or conditions) that causes or results in a delay (or total stoppage) in the progress of the construction of the Public Improvements of such duration that the construction of the Public Improvements cannot reasonably be completed within the Project Budget on or before the Latest Completion Date.

"Notice of Commencement" means the Notice of Commencement described in subsection 2.4(d) hereof.

"Operative Documents" means this Agreement, the Development Agreement, the Plans and Specifications, the Construction Contract, and the other Approved Construction Documents.

"Permitted Encumbrances" shall mean the encumbrances and title exceptions listed in Exhibit D attached hereto.

"Person" or words importing person mean firms, associations, partnerships (including without limitation, general and limited partnerships), societies, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Plans and Specifications" means the plans, specification and construction drawings of the Public Improvements provided for in the Development Agreement and in Section 3.5 of this Agreement.

"Project" means, collectively, the Developer Improvements and the Public Improvements and all related demolition, construction and completion work.

"Project Budget" means the written budget, the form of which is attached hereto as Exhibit A setting forth the Allowable Costs for the construction of the Public Improvements, prepared in cost breakdown form, certified as to accuracy by the Construction Agent and delivered by the Construction Agent to the City and approved by the City, with such changes and modifications from time to time as are approved in accordance with Section 3.7 hereof.

"Project Site" shall have the meaning assigned to that term in the Development Agreement.

"Proposed Schedule of Work" means the schedule for the completion of the Public Improvements.

"Public Improvements" means the Public Improvements described in Exhibit C to the Development Agreement, including site improvements, demolition and site work, and all other

improvements and fixtures, all as more specifically described in the Plans and Specifications, including any substitutions or modifications therefor.

“Termination Documents” means instruments and documents in form reasonably satisfactory to the Construction Agent and the City that (i) evidence the termination of this Agreement and (ii) transfer to the City any and all rights with respect to all Claims to, and all proceeds of, casualty insurance, with respect to the Public Improvements.

“Termination Event” means the occurrence of any of the events described as a Termination Event in Section 6.1 hereof.

“Termination Notice” means a written notice delivered by the City under Section 6.3 hereof after the occurrence of a Termination Event (including a Construction Event of Default), declaring a termination of the Development Agreement and this Agreement.

“Termination Payment” means the payment to be made by the Construction Agent upon the delivery of a Termination Notice in accordance with Section 6.1 hereof to pay any outstanding costs to complete the construction of the Public Improvements.

“Work” means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Approved Construction Documents with respect to the Public Improvements.

Section 1.3 Interpretation.

Any reference herein to the City or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or to any statute of the United States of America or to a section or provision of the Charter of the City or the Codified Ordinances of the City, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; *provided that*, no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way a limitation, restriction or impairment of the rights or obligations of the City or the Construction Agent under this Agreement or any other Operative Document.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of execution and delivery of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Reference to a numbered or lettered Article, Exhibit, Section or subsection means that Article, Exhibit, Section or subsection of or to this Agreement, unless the context indicates a different meaning or intent.

Section 1.4 Captions and Headings.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II
APPOINTMENT OF THE CONSTRUCTION AGENT

Section 2.1 Appointment. Subject to the terms and conditions hereof, the City hereby designates and appoints the Construction Agent as its exclusive agent in connection with the construction of the Public Improvements on the Project Site in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents. Unless otherwise directed by the City, the Construction Agent shall have sole possession of the Project Site during the Construction Period and shall exercise exclusive control thereover, all for the purposes of performing its obligations hereunder for the within limited and defined purposes.

Section 2.2 Acceptance and Undertaking. The Construction Agent hereby unconditionally accepts the appointment provided for herein as an independent contractor with and agent of the City and undertakes, for the benefit of the City, to act as the City's agent for the purpose of the construction of the Public Improvements during the Construction Period in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents.

Section 2.3 Term. The Construction Agent's duties under this Agreement shall commence on the Effective Date and terminate upon the earliest to occur of (i) Final Completion Date or (ii) termination of the Construction Agent's authority pursuant to Section 7.3 hereof.

Section 2.4 Scope of Authority and Duties of Construction Agent.

(a) Subject to the terms of this Agreement, the City hereby expressly authorizes the Construction Agent, or any agent or contractor of the Construction Agent, and the Construction Agent unconditionally agrees, for the benefit of and as the agent of the City, to take all action necessary or desirable for the construction, in a good and workmanlike manner, of the Public Improvements in the name of the City and on its behalf and as its agent pursuant to and in accordance with the Plans and Specifications and the other Operative Documents, and for the performance and satisfaction of any and all of the Construction Agent's or of the City's obligations under any Construction Contract and to fulfill all of the obligations of the Construction Agent hereunder and under the other Operative Documents, including without limitation:

(i) subject to review by the City Review & Approval Bodies, all design and supervisory functions relating to the construction and improvement of the Public Improvements and performance of all architectural and engineering work related thereto;

(ii) after the execution of this Agreement, conducting the public bidding for the contractors and subcontractors for the construction of the Public Improvements and for materials to be supplied in connection with the Public Improvements and selecting, in accordance with the City's public bidding procedures, the contractors and subcontractors for the construction of the Public Improvements and the providers of materials for the Public Improvements;

(iii) negotiation and performance of the obligations of the City under all contracts and arrangements for construction of the Public Improvements on such terms and conditions as are commercially customary and reasonable in light of local industry standards and practices;

(iv) obtaining all necessary permits, licenses, consents, approvals, entitlements and other authorizations required under applicable laws (including without limitation Environmental Laws), from each Governmental Authority in connection with the construction of the Public Improvements in accordance with the Plans and Specifications, and all of the foregoing required for the use and operation of the Public Improvements by the City;

(v) maintaining all books and records with respect to the construction of the Public Improvements and, to the extent required herein, their operation and management; and

(vi) performance of all other acts necessary in connection with the construction of the Public Improvements in accordance with the Plans and Specifications.

(b) Subject to the terms and conditions of this Agreement and the other Operative Documents, during the Construction Period, the Construction Agent shall have sole management and control over, and responsibility for, the Project Site and construction of the Public Improvements, the testing, means, methods, sequences and procedures with respect thereto, and the security of the Project Site and the Public Improvements.

(c) The Construction Agent expressly acknowledges and agrees that the Construction Agent 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 Construction Agent shall comply, and shall require compliance by all contractors or subcontractors working on the Project, 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 Construction Agent shall be responsible for (i) 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, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.032, Ohio Revised Code, and (iii) 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 Construction Agent shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Construction Agent 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 Construction Agent shall cooperate fully with representatives of the City in carrying out such tasks.

(d) The Construction Agent shall obtain and pay for any and all permits and bonds required to be obtained before commencement of the Work and for all other permits, governmental fees, sales taxes and use taxes, if any, licenses and inspections necessary for the proper execution and completion of the Work as and when the same are required to be obtained. A Notice of Commencement in proper form as provided in Section 1311.252 of the Ohio Revised Code shall be prepared and filed by the Construction Agent on behalf of the City in the Cuyahoga Fiscal Officer's office after the Effective Date and prior to the commencement of the Work.

Section 2.5 Delegation of Duties.

The Construction Agent may execute any of its duties under this Agreement by or through agents, contractors, employees or attorneys-in-fact; including, but not limited to the Construction Manager, provided, *however, that*, no such delegation shall limit or reduce in any way the Construction Agent's duties and obligations under this Agreement.

**ARTICLE III
CONSTRUCTION AGENCY**

Section 3.1 General.

The Construction Agent shall undertake to cause the construction of the Public Improvements in accordance with the provisions of this Agreement and, subject to the provisions hereof, shall pay all amounts required to construct the Public Improvements in accordance with the Plans and Specifications and the Project Budget. Pursuant to Article IV, the Construction Agent shall pay for Allowable Costs and shall be reimbursed for the same from the Service Payments in accordance with Section 4.3 hereof. The City shall not be liable to the Construction Agent for failure or delay in any aspect of the performance of the Work.

Section 3.2 Reports.

No later than the 20th day of each month after the Effective Date and prior to the later of (i) the date upon which the Construction Agent shall deliver (a) evidence satisfactory to the City that Completion of the Project has occurred or (ii) the Final Completion Date, the Construction Agent shall provide a written report to the City setting forth in reasonable detail (x) all expenditures made or incurred on account of Allowable Costs for the Public Improvements, (y) the total Allowable Costs as of the last day of the previous month, and (z) a construction status report, to include a written description of all material changes to the Work by the Construction Agent. Additionally, the Construction Agent shall provide to the City such additional reports and information as the City may reasonably request from time to time relating to the transactions contemplated hereby. The Construction Agent shall also certify to the City the aggregate total of all Allowable Costs incurred through the Final Completion Date within one hundred eighty (180) days after the Final Completion Date.

Section 3.3 Additional Reports.

(a) On or before the 20th day of each month following the commencement of construction, the Construction Agent shall submit the following documents to the City:

(i) Any certificates, documents and instruments required by this Construction Agency Agreement or the Development Agreement in forms and not previously submitted, reasonably satisfactory to the City and its attorneys;

(ii) Properly completed required State of Ohio Prevailing Wage documents including, certified payroll forms to document each week of the construction of the Public Improvements. If no work is performed during a particular week, the certified payroll form shall so indicate, but in any event a form for each week shall be filed with the City; and

(iii) Certification from the Construction Agent that all such installation has been satisfactorily completed in accordance with the Plans and Specifications and such lien waivers, title policy endorsements affidavits and statements as the City may reasonably request.

Section 3.4 Final Completion Certificate.

The Public Improvements shall be deemed completed when the Construction Agent shall have provided to the City, and the City shall have approved, a certificate (the "Final Completion Certificate") prepared and signed by the Authorized Construction Agent Representative, which certificate (i) shall describe all items of personal property, if any, constructed or otherwise improved with respect to such Public Improvements, (ii) stating the total costs of constructing of the Public Improvements, and (iii) stating:

(a) the date of completion of construction of such Public Improvements and that all other facilities necessary for the proper functioning of such Public Improvements have been constructed, including all punch-list items;

(b) 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, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged as evidenced by appropriate lien waivers;

(c) that all other facilities 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 associated retainages;

(d) that the construction of such Public Improvements and any other facilities described in clause (B) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction over such Public Improvements;

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

(f) 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 the Development Agreement.

Section 3.5 Recovery on Contractor Warranties.

So long as no Event of Default has occurred and is continuing, the Construction Agent shall, with respect to the Public Improvements, at its cost in the name and on behalf of the City, negotiate, accept and prosecute any claim for damages, compensation or other recoveries due from any contractors or subcontractors based on a breach of contract or breach of warranty (whether express or implied) and shall transfer any proceeds received on account of such collection efforts, net of any costs incurred by the Construction Agent in prosecuting such claim, to the City for use in accordance with the Development Agreement. If an Event of Default has occurred and is continuing, the City is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority which the Construction Agent has against any contractor or subcontractor and the City shall cause any such proceeds, net of any costs incurred by the City in prosecuting any claim or exercising any right, to be used in accordance with the Development Agreement. The Construction Agent shall be entitled to reimbursement for any costs incurred by it in negotiating, accepting and prosecuting such claims, but such reimbursement shall be made solely from any proceeds recovered pursuant to this Section 3.5.

Section 3.6 Approved Construction Documents.

The Plans and Specifications and Project Budget have been developed to the extent necessary to commence construction of the Public Improvements. The Construction Contract, Project Budget and Proposed Schedule of Work will be developed and completed by the Construction Agent prior to the commencement of construction, and upon their completion will be approved by the City. Upon the City's approval of such documents, no further material changes shall be made except in accordance with Section 3.7 hereof. Said documents, as approved by the City, together with amendments or additions thereto, together with the Plans and Specifications, are called the "Approved Construction Documents".

Section 3.7 Limits on Change in Construction Manager.

No change shall be made by the Construction Agent in the identity of the Construction Manager if (i) such replacement Construction Manager is not generally known as a financially responsible and reputable contractor or construction manager within northeastern Ohio, or (ii) any such change would result in any material changes to the terms of the Construction Contract or Construction Management Agreement and such changes will or would reasonably be expected to (A) materially alter the nature of the Public Improvements, or (B) result in a reduction of the value, utility or marketability of the Developer Improvements or the Public Improvements in any material respect or (C) impose any liability for the City to any third parties. No change in the Construction Manager shall be made without the advance written consent of the City.

Section 3.8 Limits on Change in Approved Construction Documents or Cost Budget.

(a) Changes To Plans and Specifications; Equipment; Contracts. No subsequent amendment to, or change in, any one or more of the Plans and Specifications, the Project Budget, the Construction Contract, the Construction Management Agreement, or Approved Construction Documents shall be made by the Construction Agent without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such prior written consent is required for any change or amendment that: (i) together with all other changes submitted concurrently therewith does not increase the costs of the Public Improvements by more than \$35,000.00 or together with all changes in the aggregate, does not increase the cost by more than \$100,000.00; (ii) will not materially reduce the value of the Project; and, (iii) will not materially alter the character or use of the Project.

(b) Changes To Work Schedule. The Construction Agent may change the Proposed Schedule of Work upon notification to the City; provided, however no such change may be made without the City's prior written consent if the effect of the change, in the reasonable opinion of the City, is reasonably likely to jeopardize the final completion of the Public Improvements on or before the Latest Completion Date hereof, provided, that the City's consent does not obligate it to provide funds.

**ARTICLE IV
CONSTRUCTION OBLIGATIONS AND COVENANTS**

Section 4.1 Covenants of the Construction Agent.

During the Construction Period (and, where indicated, thereafter), the Construction Agent shall:

(a) cause the construction of the Public Improvements within the boundaries of the Project Site and cause such construction to be prosecuted in a good and workmanlike manner, and substantially in accordance with (i) the Project Budget; (ii) the Approved Construction Contracts, and (iii) the schedule for construction of the Public Improvements included as Exhibit B to the Development Agreement, (iv) reasonable industry practices and (v) all applicable laws;

(b) use its best efforts to cause construction of the Public Improvements to be completed and the Final Completion Date to occur on or before the Latest Completion Date;

(c) use its best efforts to cause all material outstanding punch list items with respect to the construction of the Public Improvements to be completed on or prior to the Latest Completion Date;

(d) at all times, (i) pay, or cause to be paid, all assessments, charges and taxes, if any, payable in connection with construction of the Public Improvements to be paid as and when due, whether claim shall be made for payment thereof during or after the Construction

Period, subject to the right of the Construction Agent to contest, in good faith, any such assessment change or tax so long as, by nonpayment of any such items, neither the Public Improvements nor any property of the City shall be subject to imminent loss or forfeiture, and in the contest of which, the City hereby agrees to cooperate, at the cost and expense of the Construction Agent, (ii) not permit liens (other than Permitted Encumbrances or those in favor of the City) to be filed or maintained respecting the Public Improvements, provided that mechanics' liens may be bonded and contested as provided herein, and (iii) on a monthly basis, deliver to the City true, correct and complete progress reports as required by Section 3.3 hereof regarding the construction of the Public Improvements and adequacy of funding for the Public Improvements in relationship to the then current Project Budget;

(e) cause title to the Public Improvements to be and remain, during the Construction Period and on the Completion Date, free from and clear of all liens, claims, and encumbrances, except for (i) those created by or arising under the Operative Documents, (ii) real estate taxes and assessments that are a lien but not yet due and payable, (iii) liens or claims for materials supplied or labor or services performed in connection with the construction of the Public Improvements that are bonded-off or otherwise removed in accordance with applicable laws within 90 days of the filing of such lien and in any event prior to the commencement of an action to foreclose on such lien, (iv) any Permitted Encumbrances, and (v) any other liens or exceptions that are approved in writing by the City or that the City causes to be created;

(f) make available for inspection at the Construction Agent's office by a duly authorized representative of the City during normal business hours, any of the Construction Agent's books and records insofar as they relate solely to the Public Improvements at such times as reasonably requested by the City when requested to do so;

(g) allow the City and its agents, at all times (i) during normal business hours, the right of entry and free access to the Project Site to inspect all work done, labor performed and materials furnished with respect to the Public Improvements in and about the Project Site, and (ii) to require to be replaced or otherwise corrected (at the Construction Agent's sole cost, or that of its contractors, subcontractors or material suppliers if the need for replacement or correction is the result of the breach of duty by or the intentional, wrongful or negligent act or failure to act of any such Person, its agents or employees), any material or work that materially fails to comply with the respective Plans and Specifications therefore, provided that the City shall provide 15 days' notice of its election to exercise such right and reasonable opportunity for the Construction Agent to cure such failure of compliance, and (iii) to prevent any Person other than the City and its agents, employees, licensees and invitees, or a contractor or a subcontractor or agents, employees or invitees of the Construction Agent, from entering upon the Project Site;

(h) during the Construction Period, obtain, or cause each contractor to obtain and maintain, on behalf of the City and submit to it for its review, evidence of the insurance coverages described on Exhibit B. All insurance policies shall name the Construction Agent as a named insured and the City as an additional insured and shall, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A" (but in any event, not less than "A-") financial size

category of "X" or better. The Construction Agent shall deliver to the City prior to the Effective Date, copies of all such policies, together with endorsements and original certificates therefor. Copies of all renewal policies (including endorsements) and original certificates therefor shall be deposited with the City as evidence of such insurance. All policies shall contain provisions for thirty (30) days' written notice to the City prior to expiration or cancellation. Each insurer under any policies shall be required to waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party;

(i) in the event of any damage to or destruction of the Public Improvements, or any part thereof, during the Construction Period, to the extent that insurance proceeds, are not sufficient to cover the full cost of any repair, rebuilding or restoration due to deductible and co-insurance amounts under insurance policies maintained by the Construction Agent, the Construction Agent shall provide funding, to pay the cost of repair, rebuilding or restoration;

(j) notify the City in writing within three (3) days of the occurrence of any default or Event of Default hereunder as to which the Construction Agent has knowledge;

(k) not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry in violation of applicable laws, and ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry as required by Applicable Law, and incorporate the requirements of this paragraph in all of the respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and require all contractors for any part of the work involved in the provision of the Project to incorporate such requirements in all subcontracts for such work; and

(l) obtain on a timely basis all utility connections and permits when needed as required by the Plans and Specifications and all utility services for water, gas, electric, telephone, sewer and storm drainage and sanitary waste disposal so that such utility services shall be available to an extent adequate to serve the Public Improvements.

Section 4.2 Construction Force Majeure Event.

(a) The Construction Agent shall give the City prompt written notice of the occurrence of any Construction Force Majeure Event with respect to the Public Improvements that has caused, or is reasonably likely to cause a Material Delay. Upon the occurrence of a Construction Force Majeure Event, unless and until a Termination Notice shall be delivered pursuant to the provisions of Article VI, the Construction Agent shall use its good faith efforts to complete the construction of the Public Improvements, or cause the construction of the Public Improvements to be completed, in such manner as to cause the Final Completion Date to occur on or before the Latest Completion Date and within the Project Budget.

(b) Following an occurrence that constitutes a Construction Force Majeure Event, the Construction Agent shall prepare, as promptly as practicable, a written estimate of

any resulting or reasonably expected Material Delay, and shall deliver such estimate to the City. If a Construction Force Majeure Event should cause a Material Delay, the Latest Completion Date shall be extended for such additional period of time as may be reasonably necessary to cure such Construction Force Majeure Event and to permit expeditious completion of the construction of the Public Improvements, but in any event for a period ending not later than December 1, 2017, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. If the extent of any Material Delay will not prevent completion of construction of the Public Improvements on or prior to the Latest Completion Date (as extended), the Construction Agent shall proceed to cause the construction of the Public Improvements to be completed and the completion conditions to be satisfied as expeditiously as possible in a commercially reasonable manner under the circumstances pursuant to Article II and the other Operative Documents.

Section 4.3 Certain Warranties and Representations.

The Construction Agent warrants and represents to the City as follows:

(a) Organization and Power. The Construction Agent (a) is an Ohio limited liability company, duly organized, validly existing and in full force and effect under the laws of its jurisdiction of organization; and (b) has all power, authority and legal right to carry on its business as now conducted, to execute, deliver and perform its obligations under this Agreement and all other Operative Documents to which it is a party.

(b) Litigation. Except as disclosed to the City, there is no action, suit or proceeding pending, or to the best of the Construction Agent's knowledge, threatened, against or affecting the Construction Agent at law or in equity before any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality or arbitrator which, if adversely decided, could have a material adverse effect on the business, assets or financial condition of the Construction Agent or its right to enter into this Agreement or the other Operative Documents to which it is a party or the validity or effectiveness hereof.

(c) No Defaults. No Default or Event of Default by the Construction Agent has occurred and is continuing under this Agreement, the Indenture, the other Operative Documents or any other agreement or document contemplated thereunder to which it is a party.

(d) Insurance. All insurance required by this Agreement or the Development Agreement to be obtained by the Construction Agent is in effect and all premiums now due and payable in respect of such insurance have been paid.

(e) Construction Documents and Other Agreements. True and complete copies of the Plans and Specifications, the Construction Contract, and all other agreements relating to the Public Improvements have been delivered to the City, and there have been no alterations, modifications, amendments or changes of any nature whatsoever to any one or more of the foregoing since the respective dates of delivery thereof to the City except as expressly

permitted hereunder (including but not limited to Section 3.7(a) hereof). True and complete copies of all such alterations, modifications and amendments have been furnished to the City.

(f) Project Budget. The Project Budget as of the date hereof sets forth and presents a full and complete representation by the Construction Agent of all costs, expenses and fees which the Construction Agent reasonably expects to pay to complete the Public Improvements on or before the Final Completion Date.

Section 4.4 Correction of Work. The Construction Agent warrants to the City that all materials shall be of good quality used to construct the Public Improvements and all Work shall be of first-class, good and workmanlike quality, in conformance with the requirements of the Plans and Specifications in all material respects and as set forth in this Agreement and free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of two years after delivery of the Final Completion Certificate for the Public Improvements. The Construction Agent shall, at its sole cost and expense, (i) promptly correct or cause to be corrected, all of the Work not in material conformance with the Plans and Specifications and this Agreement, (ii) correct, or cause to be corrected, any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) and (iii) replace, repair or restore, or cause replacement, repairs or restoration of, any parts of the Work or any of the fixtures, equipment or other items placed therein that are injured or damaged as a consequence of corrective action taken pursuant hereto. The Construction Agent shall remove, in a manner which at all times complies with all applicable Environmental Laws, from the Project Site all portions of the Work which are defective or nonconforming and which have not been corrected under this Section unless removal is waived by City in writing. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation of the Construction Agent under this Agreement. Should the Construction Agent fail to make or cause to be made, corrections required by this Section, the City may do so at the sole expense of the Construction Agent. The obligations of the Construction Agent hereunder shall survive the termination of this Agreement.

ARTICLE V CASUALTY, CONDEMNATION AND ENVIRONMENTAL EVENTS

Section 5.1 Construction Event of Loss or Casualty.

(a) The Construction Agent shall give the City written notice of the occurrence of any casualty during the Construction Period promptly following the occurrence thereof. As promptly as practicable, the Construction Agent shall prepare an estimate of the cost of restoring, rebuilding and repairing the related damage and shall deliver such estimate to the City, or shall provide to the City a notice that such event shall constitute a Construction Event of Loss under Section 6.1, and pay to the City the Termination Payment.

(b) If a casualty shall occur with respect to the Public Improvements during the Construction Period, the Construction Agent shall apply the insurance proceeds so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage. Thereafter, the

Construction Agent shall apply the proceeds to complete the construction of the Public Improvements and use good faith efforts to cause the construction of the Public Improvements to be completed prior to the Latest Completion Date.

Section 5.2 Construction Event of Taking or Condemnation.

(a) The Construction Agent shall give the City written notice of the occurrence of any Condemnation of all or any material part of the Public Improvements during the Construction Period promptly following the occurrence thereof together with a written estimate of the schedule and cost of restoring the Public Improvements and shall deliver such estimate to the City. If a Condemnation of all or any part of the Public Improvements occurs during the Construction Period that, in the good faith judgment of the City, after consultation with the Construction Agent, (i) renders impossible or impractical the restoration of the remaining portion of the Public Improvements as a unit adequate for the intended use of the Public Improvements or (ii) will cause a Material Delay such that the construction of the Public Improvements cannot reasonably be completed before the Latest Completion Date (any such event being called a "Construction Event of Taking"), the Construction Agent shall (x) use its best efforts to eliminate the Material Delay or (y) declare that the Condemnation constitutes a Construction Event of Taking under Section 6.1 and deliver to the City the Termination Payment.

(b) If a Condemnation occurs with respect to any part of the Public Improvements during the Construction Period, the proceeds of the resulting award may be paid directly to the Construction Agent, who shall receive the same in trust for application to the costs of the restoration, rebuilding and repairing of the Public Improvements. The Construction Agent shall apply the proceeds of the award so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage, but the Construction Agent shall not be obligated to fund or pay for any portion of the costs of such restoration, rebuilding or repairing except to the extent of Construction Loss Proceeds except to the further extent that the Construction Agent shall be obligated as the result of the intentional, wrongful or negligent acts or failures to act of itself, its agents, employees, contractors, subcontractors or material suppliers or shall otherwise elect.

Section 5.3 Hazardous Materials.

(a) If, in the course of the construction of the Public Improvements the Construction Agent discovers Hazardous Materials or underground storage tanks that are not included in the Work pursuant to the Plans and Specifications, and which are not maintained in accordance with all applicable Environmental Laws, the Construction Agent shall notify the City promptly and, if directed by the City, or if commercially reasonable under the circumstances, shall stop and cause all contractors and subcontractors to stop the Work. If stopped, such Work shall be commenced only after consultation with and consent of the City. All Hazardous Materials that may be discovered shall be maintained, removed, transported and disposed of by qualified contractors in accordance with all applicable state and federal Environmental Laws.

(b) The Construction Agent shall not permit a violation of any Environmental Laws to exist with respect to the Project Site. The Construction Agent shall not use or permit to be used all or any portion of the Project Site for the storage, treatment, use or disposal of any substance for which a license or permit is required by state, federal or local Environmental Laws and for which no such license or permit has been obtained. Without limitation express or implied, unless caused by the gross negligence or willful misconduct of the City or of any employee or agent of the City (other than the Construction Agent), the Construction Agent shall pay all sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Project Site under any Environmental Law, and the Construction Agent shall indemnify and save harmless City from any and all loss, claims, liabilities and expenses (including attorney's and expert fees) incurred or suffered by City by virtue of the provisions of any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply or cause compliance with any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply with any Environmental Law in connection with the presence of any Hazardous Materials on the Project Site in violation of such Environmental Laws.

ARTICLE VI TERMINATION

Section 6.1 Termination Events.

Each of the following events shall be a "Termination Event":

(a) The occurrence of a Construction Force Majeure Event constituting a Construction Event of Loss or a Construction Event of Taking;

(b) The occurrence of a Construction Force Majeure Event, other than a Construction Event of Loss or a Construction Event of Taking, as a result of which (A) the construction of the Public Improvements are not completed on or before the Latest Completion Date, as may be extended pursuant to the terms herein, or (B) the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City; or

(c) The occurrence of a Construction Event of Default.

In the event there shall occur an event that constitutes a "Termination Event" under subsection 6.1(a) or 6.1(b) then the Construction Agent may; provided there shall be no event constituting a "Termination Event" under subsection 6.1(c) hereunder, deliver a Termination Notice to the City, together with the Termination Payment. In the event of the occurrence of an event that constitutes a "Termination Event" under subsection 6.1(c) then the City may in its discretion designate such event, in the Termination Notice, as a "Termination Event" and require the Construction Agent to make a Termination Payment. Following the giving of a Termination Notice and the payment by the Construction Agent of a Termination Payment, this Agreement

shall terminate on the dates specified in the first notice sent and the parties shall be governed by the following provisions of this Article VI.

Section 6.2 Terminations Resulting From Construction Event of Loss or Construction Event of Taking.

If a Termination Notice is delivered by Construction Agent pursuant to a Termination Event described in subsection 6.1(a) or (b) above, the notice shall provide that this Agreement shall terminate as of a date not fewer than 15 nor more than 90 days from the date of the notice, and on the date so specified this Agreement shall so terminate, and the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents on or before the date of termination specified in such notice. Simultaneously, the Construction Agent shall immediately pay and deliver, or cause to be paid and delivered, to the City, all Construction Loss Proceeds or other recoveries with respect to any other Claims arising as the result of the related Construction Force Majeure Event previously received by either of them. Upon the execution of such Termination Documents and the payment to the City of such proceeds (if any), (a) the Construction Agent shall have no further rights or obligations in respect of the Public Improvements (except for rights and obligations that are expressly stated in the Operative Documents to survive termination of the Development Agreement or this Agreement), (b) any Construction Loss Proceeds shall be paid over to the City for application.

Section 6.3 Other Termination.

(a) If a Termination Notice is given by the City as the result of a Termination Event described in Section 6.1(c) above, the Termination Notice shall so state, and the Construction Agent shall within 15 days of receipt of such notice, pay to the City such Construction Loss Proceeds or other recoveries and such amount, shall be used, as a Termination Payment, to pay any other amounts payable to the City under the Development Agreement, and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting such a transaction, whereupon the rights and obligations of the Construction Agent hereunder shall terminate, except as otherwise provided herein.

(b) Concurrently with payment of the amount contemplated by subsection (a) of this Section, (i) the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents, and (ii) the Construction Agent shall pay or cause all Construction Loss Proceeds received by it to be immediately delivered to the City. Thereafter, the Construction Loss Proceeds shall be applied as a Termination Payment to the payment amounts owed to the City to complete the construction of the Public Improvements under the Development Agreement and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting the redemption and termination.

**ARTICLE VII
EVENTS OF DEFAULT**

Section 7.1 Construction Events of Default.

If any one or more of the following events (each a "Construction Event of Default") shall occur:

(a) following the giving of a Termination Notice pursuant to any Termination Event, the Construction Agent shall fail to pay any amounts that become due as the result thereof, and such failure continues for five (5) Business Days;

(b) the Construction Agent shall commit or perform any act constituting fraud, misapplication of funds, intentionally illegal acts, or willful misconduct in connection with the performance of its obligations under this Agreement or any other Operative Document to which it is a party;

(c) the filing by Construction Agent of any petition for dissolution or liquidation of Construction Agent, or the commencement by the Construction Agent of a voluntary case under any applicable bankruptcy, insolvency or other similar law for the relief of debtors, foreign or domestic, now or hereafter in effect, or Construction Agent shall have consented to the entry of an order for relief in an involuntary case under any such law, or the appointment of or taking possession by a receiver, custodian or trustee (or other similar official) for the Construction Agent or any substantial part of its property, or a general assignment by the Construction Agent for the benefit of its creditors, or the Construction Agent shall have taken any corporate action in furtherance of any of the foregoing; or the filing against the Construction Agent of an involuntary petition in bankruptcy that results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed within ninety (90) days of the date of the filing of the petition, or the filing under any law relating to bankruptcy, insolvency or relief of debtors of any petition against the Construction Agent that either (i) results in a finding or adjudication of insolvency of the Construction Agent or (ii) is not dismissed within ninety (90) days of the date of the filing of such petition;

(d) The construction of the Public Improvements is not completed on or before the Latest Completion Date, as extended, or the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City;

(e) the occurrence of any event designated as an "Event of Default" under the Development Agreement that remains uncured beyond any applicable cure period;

(f) the Construction Agent shall fail to maintain insurance as required by the provisions of subsection 4.1(h) and such failure continues for 10 days following written notice or the Construction Agent shall fail to perform as required by the provisions of subsection 4.1(k) and such failure continues for five (5) Business Days following written notice; or

(g) the Construction Agent shall breach in any material respect any of its representations or warranties under this Agreement or any other Operative Document to which it is a party or shall fail to observe or perform any material term, covenant or condition of this Agreement or any other Operative Document to which it is a party (other than as described in

subsections (a) through (f) of this Section 7.1); then, in any such event, the City may, in addition to the other rights and remedies provided for in this Agreement, terminate this Agreement in accordance with Section 6.3 and require the Construction Agent to make a Termination Payment in accordance with that Section; provided, in the case of a failure or breach described in subsections (e) or (h), such failure or breach, shall not constitute an Event of Default so long as the Construction Agent notifies the City within 30 days of its intention to cure such failure or breach. If such failure is other than payment of money and is of such a nature that it cannot be corrected within such 30 day period and the Construction Agent, (i) institutes curative action within such 30 day period, and (ii) diligently pursues such action to completion and cures such failure within a reasonable period, not to exceed 90 days, after such 30-day period then such failure or breach shall not constitute an Event of Default. The Construction Agent shall pay all reasonable costs and expenses incurred by or on behalf of the City, including without limitation reasonable fees and expenses of counsel, as a result of any Event of Default. The Construction Agent acknowledges that its obligations to make such payments shall be absolute and unconditional under any and all circumstances and shall be paid and performed, as the case may be, without notice or demand and without any abatement, reduction, diminution, set-off, defense, counterclaim or recoupment whatsoever is provided.

Section 7.2 Damages.

The termination of this Agreement pursuant to Section 7.1 shall in no event relieve the Construction Agent of its liability and obligations hereunder, all of which shall survive any such termination.

Section 7.3 Remedies; Remedies Cumulative.

(a) In addition to the right to terminate this Agreement, if an Event of Default shall have occurred and be continuing, the City shall have all other rights available at law, in equity or otherwise, including without limitation, the right to (i) remove and replace the Construction Agent or (ii) require the Construction Agent to complete, or cause to be completed, all or any part of the Public Improvements, and to hold the City harmless from any damages or additional costs arising from the Event of Default,

(b) No failure to exercise and no delay in exercising, on the part of either party to this Agreement, any right, remedy, power or privilege under this Agreement or under the other Operative Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 7.4 Costs of Enforcement.

If an action shall be brought by the City for the enforcement of any provision of this Agreement, the Construction Agent shall pay to the City all costs and other expenses that may become payable as a result thereof, including, without limitation, reasonable attorneys' fees and

expenses. If the City or any agent of the City shall be made a party defendant to any litigation commenced against the Construction Agent, the City or any such agent arising out of any of the transactions contemplated by the Agreement or the Operative Documents, the Construction Agent shall pay all costs and reasonable attorneys' fees and expenses incurred or paid by the City or its agents in connection with such litigation. The obligations of the Construction Agent under this Section shall survive the termination of this Agreement.

Section 7.5 Cure of the Construction Agent's Defaults.

The City, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to), remedy any Event of Default for the account of and at the sole cost and expense of the Construction Agent after reasonable written notice to the Construction Agent with respect thereto and reasonable opportunity afforded to the Construction Agent to do and perform the same. All reasonable out-of-pocket costs and expenses so incurred (including without limitation fees and expenses of counsel), together with interest thereon shall be paid by the Construction Agent to the City within thirty (30) days after written demand therefor.

ARTICLE VIII
DISBURSEMENTS FROM WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX
INCREMENT FINANCING ("TIF") FUND

Section 8.1 Use of Amounts in the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund.

The amounts deposited from time to time and held by the City in the Westwood Commons Public Improvement Tax Incremental Financing ("TIF") Fund (the "Westwood Fund"), established pursuant to the terms of the TIF Ordinance (as defined in the Development Agreement), shall be applied to pay Allowable Costs of constructing the Public Improvements permitted to be paid or reimbursed therefrom as provided in Section 2.02 of the Development Agreement. Construction Agent acknowledges that the funds in the Westwood Commons will not be available until (i) after completion of construction, and (ii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(a) Requests for disbursement from the Westwood Fund shall be made by the Construction Agent to the City using the form attached as Exhibit C hereto, signed by the Authorized Construction Agent Representative;

(b) Requests for disbursements shall only be submitted twice a year, during the months of June and December, commencing, June, 2017.

(c) Upon approval of a Disbursement Request, the City shall, within thirty (30) days thereafter, disburse the moneys being held in the Westwood Fund to the Construction Agent for the cost of Public Improvements as set forth in the Project Budget

Section 8.2 Disbursements.

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

Section 9.2 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the City and the Construction Agent and their respective successors and the permitted assigns. The Construction Agent may not assign this Agreement or any of its rights or obligations hereunder in whole or in part to any Person without the prior written consent of the City and the concurrence of City Council.

Section 9.3 Governing Law.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 9.4 Amendments and Waivers.

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

Section 9.5 Counterparts.

This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 9.6 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.7 Headings and Table of Contents.

The headings and table of contents contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.8 Indemnification.

To the fullest extent permitted by law, the Construction Agent shall indemnify, protect, defend, save and hold harmless the City and its officers, agents and employees (the "Indemnified Parties"), from and against, any and all claims, damages, losses or expenses that are asserted against or incurred by any of the Indemnified Parties, including but not limited to attorney fees, arising out of or resulting from (a) the actions or failures to act of the Construction Agent, or its agents, employees, contractors, subcontractors, or material suppliers while in possession or control of the Public Improvements, whether or not such actions or failures to act were negligent or reckless, or in any way related to the construction of the Public Improvements or the selection of contractors, subcontractors or material suppliers relating thereto; (b) the Construction Agent's failure or alleged failure to satisfactorily complete the Public Improvements, (c) fraud, misapplication of funds, illegal acts, or willful misconduct on the part of the Construction Agent or its agents, employees, contractors, subcontractors, or material suppliers, or (d) the bankruptcy or insolvency of the Construction Agent. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Operative Document. The provisions of Article V of the Development Agreement are incorporated herein by reference to the extent that such provisions describe the manner and extent of the indemnification provided for in this Section 9.8. Notwithstanding the foregoing, nothing stated herein shall obligate Construction Agent to assume liability for, indemnify, protect, defend, save or hold harmless the City from or against claims, damages, losses, or expenses that are attributable to the negligent acts or omissions, or the intentional misconduct of the City or the City's officers, agents, or employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO IMMEDIATELY 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”

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,
an Ohio limited liability company

By: Francis Development LLC,
its Manager

By: _____
Mike Catanzarite, Manager

CERTIFICATION OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ___ day of _____, 2015.

Kenneth A. Kraus, Law Director

EXHIBIT A

PROJECT BUDGET

Pearl / Westwood Development Summary

Project Costs

Acquisition Costs - Westwood I	\$634,500
Hard Costs - Westwood I	\$2,161,313
Soft Costs - Westwood I	\$523,516
Acquisition Costs - Westwood II	\$850,000
Hard Costs - Westwood II	\$525,000
Soft Costs - Westwood II	\$225,000
Total Project Cost	\$4,919,329

Breakdown of Project Costs - Summary

Acquisition Costs	\$1,484,500
TIF Eligible Costs	\$932,263
Non-TIF Costs	\$2,502,566

EXHIBIT B

DISBURSEMENT REQUEST FORM

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE WESTWOOD FUND PURSUANT TO SECTION 4.3. OF THE CONSTRUCTION AGENCY AGREEMENT, DATED AS OF [_____] , 2015 BETWEEN [_____] AND THE CITY OF STRONGSVILLE, OHIO.

Pursuant to Article III of the Construction Agency Agreement (the "Construction Agency Agreement"), dated as of [_____] , 2015, between the City and [_____] , as Construction Agent (the "Construction Agent"), as agent of the City, the undersigned Authorized Construction Agent Representative hereby requests and authorizes City as depository of the Westwood Fund defined in the Agreement, to pay to the Construction Agent out of the moneys deposited in the Westwood Fund the aggregate sum of \$ _____ to pay such to reimburse the Construction Agent in full, as indicated in the Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the construction of the Public Improvements.

[_____] ,
as Construction Agent

Authorized Construction Agent
Representative

EXHIBIT C
INSURANCE REQUIREMENTS

As set forth in Section 1.09 of the Project Development Agreement by and between the City of Strongsville and Cameron-Allie Development Group, LLC.

EXHIBIT D
PERMITTED ENCUMBRANCES

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 197

By: Mayor Perciak and All Members of Council

A RESOLUTION SUPPORTING THE PASSAGE OF TAX LEVY ISSUE NO. 108, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 3, 2015, IN CONNECTION WITH RE-CONSTRUCTION, RESURFACING AND REPAIR OF VARIOUS STREETS IN THE CITY OF STRONGSVILLE.

WHEREAS, the City of Strongsville has determined that in order to maintain the City's streets, roads and bridges in optimum and safe condition for its residents and the traveling public, it is necessary to undertake an additional street improvement program; and

WHEREAS, the City has found that the amount of taxes that may be raised by the City within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount to fund the necessary requirements for such street improvement program; and

WHEREAS, in order to provide sufficient financing for the supplemental street improvement program, the City has determined it necessary to levy an additional tax to benefit the City and its residents for the general construction, reconstruction, resurfacing and repair of such streets, roads and bridges, and at a rate not exceeding 1 mill for each One Dollar (\$1.00) of valuation, which amounts to Ten Cents (\$.10) for each One Hundred Dollars (\$100.00) in valuation for five (5) years commencing in 2015, first due in calendar year 2016; and

WHEREAS, pursuant to Ohio Revised Code Section 5705.19(G), the City finds it necessary that the question of an additional 1.0 mill tax levy for the above-stated purposes should be submitted to the electors of the City at the Regular Municipal Election to be held on November 3, 2015, as Issue No. 108.

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

Section 1. That the Mayor and this Council hereby support and urge all residents to vote in favor of the additional 1.0 mill tax levy being requested by the City of Strongsville for improvements to the City's streets, and for the benefit of the residents and traveling public, which will be on the ballot as Issue No. 108, at the Regular Municipal Election to be held on November 3, 2015.

Section 2. 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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 – 197
Page 2

committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

RES
ORD. No. 2015-197 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____