

City of Strongsville

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

March 2, 2023

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 6, 2023**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:00 p.m. All committees listed will meet immediately following the previous committee:

7:00 P.M. **Building & Utilities Committee** will meet to discuss Ordinance No. 2023-028.

Dave Conley, Regional Affairs Liaison with FirstEnergy, will be present to provide general updates and answer questions.

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

Planning, Zoning & Engineering Committee will meet to discuss Resolution Nos. 2023-031 and 2023-032.

Public Service & Conservation Committee will meet to discuss Resolution No. 2023-033.

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

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, MARCH 6, 2023 AT 8:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – February 21, 2023*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
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. 2023-028 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE "NOPEC 2023 ENERGIZED COMMUNITY" GRANT PROGRAM TO UTILIZE ENERGY EFFICIENT BUILDING MATERIALS AND/OR FOR ENERGY INFRASTRUCTURE UPDATES IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-029 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING CAMDEN WOODS PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-030 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH CAMDEN WOODS, LLC, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-031 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE RESURFACING OF HOWE ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-032 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE RESURFACING OF PROSPECT ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-033 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR MATERIALS AND SERVICES IN CONNECTION WITH THE PAINT STRIPING OF CERTAIN STREETS AND HIGHWAYS FOR 2023 AND 2024, WITHIN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

- *Set public hearing on the matter of the possible re-appointment and re-employment of Stephen F. Kilo (who will be submitting his retirement notice with the Ohio Public Employees Retirement System (OPERS) to be effective May 31, 2023) to his current position as Human Resource Director for the City of Strongsville to be effective June 1, 2023.*

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 028

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE "NOPEC 2023 ENERGIZED COMMUNITY" GRANT PROGRAM TO UTILIZE ENERGY EFFICIENT BUILDING MATERIALS AND/OR FOR ENERGY INFRASTRUCTURE UPDATES IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 ("NEC Grant(s)"), as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has been advised that NOPEC has agreed to provide funding to the City in the amount of \$119,834.00 for 2023; and

WHEREAS, in order to avail itself of such funding for use of certain energy efficient building materials and/or for energy infrastructure updates in connection with the City of Strongsville Town Center Enhancement & Walkability Initiative, the City is required to enter into a Grant Agreement with NOPEC, Inc.; and

WHEREAS, therefore, the City wishes to enter into such Grant Agreement with NOPEC, Inc., in order to receive the NEC Grant(s) for 2023, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached hereto as Exhibit A.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Grant Agreement with NOPEC, Inc. for funding assistance in connection with the NOPEC 2023 Energized Community Grant Program, in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten, and which in all respects is hereby approved.

Section 2. That the Mayor, Director of Finance, Director of Economic Development, and any other appropriate City officials and their designees be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That the grant funds shall be placed into and expended out of the Town Center Improvement Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 028
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Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary to enter into the aforesaid Agreement in order to accept funds for the use of energy efficient building materials and/or for energy infrastructure projects, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-028 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

NOPEC 2023 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and CITY OF STRONGSVILLE, CUYAHOGA County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

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

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

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

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

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

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

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

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

10. **Termination.**

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

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

11. **Effects of Termination.**

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

In case of Grantee, to:

Title: Director of Economic Development

Name: Brent Painter

16099 Foltz Parkway

Strongsville, Ohio 44149

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

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

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

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

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

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

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

[Signature Page to Follow.]

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

GRANTEE:

CITY OF STRONGSVILLE, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation

By: _____

Title: Thomas P. Perciak, Mayor

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 - 029

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-029 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A THE PROPERTY



EXHIBIT B

DEVELOPER IMPROVEMENTS

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

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

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

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

EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

(a) Project Site Public Infrastructure Improvements

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 030

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

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

Attest: _____
Clerk of Council

Ord. No. 2023-030 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A

DEVELOPER IMPROVEMENTS

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

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

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

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

EXHIBIT B

PROJECT SITE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Project Site Public Infrastructure Improvements consist of:

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

EXHIBIT C
PROJECT DEVELOPMENT AGREEMENT

[See attached]

PROJECT DEVELOPMENT AGREEMENT

between

THE CITY OF STRONGSVILLE, OHIO

and

CAMDEN WOODS, LLC,

Dated

as of

_____, 2023

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Exhibit A	Legal Description of the Project Site
[Exhibit A-1	Lot Split and Consolidation Plat]
Exhibit B	Developer Improvements
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Exhibit D	TIF Ordinance
Exhibit E	Form of Disbursement Request

Project Development Agreement
(City of Strongsville - Camden Woods)

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

Recitals

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

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

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

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

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

Article I

The Improvements

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

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

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

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

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

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

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

- (a) generally describe all property acquired, constructed, installed or otherwise improved as part of the Public Improvements;
- (b) the total costs of constructing the Public Improvements, including a breakdown of the components of the costs of the Public Improvements, in the format attached as ***Exhibit C***;
- (c) the date of completion of construction of the Public Improvements;
- (d) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged;
- (e) that all other facilities and improvements necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and any associated retainages;
- (f) that the construction of such Public Improvements and any other facilities described in clause (e) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental, and other regulations of each federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or nay court, administrative tribunal, or public utility (each a "Governmental Authority") having jurisdiction over such Public Improvements;
- (g) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and
- (h) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Article II

Tax Increment Financing; Service Payments

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

Section 2.02 Service Payments; Disbursements from the TIF Fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article III

Plans and Specifications - Reviews, Approvals and Permits

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

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

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

Article IV

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

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

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

Section 4.03 Binding Nature of Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article V

Indemnification

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

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

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

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

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

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

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

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

Article VI

Events of Default

The following events are "Events of Default" under this Agreement:

Section 6.01 Events of Default.

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

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

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

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

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

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

Article VII

Remedies

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

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

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

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

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

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

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

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

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

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

Article VIII Force Majeure

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

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

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

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

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

Article X

Acquisition and Dedication of Other Interest in Certain Public Improvements

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

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

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

Article XI

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

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

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak, Mayor

CAMDEN WOODS, LLC,
an Ohio limited liability company

By: J-ROC DEVELOPMENT, LLC,
its Manager

By: _____
Mike Catanzarite, Authorized Representative

Certification of Law Director

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

Neal Jamison, Law Director

Certification of Funds

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

Date

Eric Dean
Director of Finance

Exhibit A

Legal Description of the Project Site

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

Camden Woods
Cameron-Allie Parcels

Legal Descriptions

PPN: 393-15-005

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

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

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

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

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

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

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

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

PPN: 393-15-006

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

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

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

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

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

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

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

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

PPN: 393-15-007

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

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

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

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

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

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

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

PPN: 393-15-009

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

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

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

Thence South 209 feet;

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

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

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

PPN: 393-15-010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PPN: 393-15-012

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

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

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

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

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

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

PPN: 393-15-013

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

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

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

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

PPN: 393-15-014

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

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

Thence South $87^{\circ} 45' 00''$ West, 112.50 feet along said center line of Royalton Road to the principal place of beginning;

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

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

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

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

EXCEPTING THEREFROM:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A-1

Lot Split and Consolidation Plat

[to be provided by the Developer]

Exhibit B

Developer Improvements

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

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

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

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

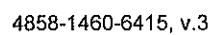


Exhibit C

Public Improvements

The Public Improvements consist of:

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

Exhibit D
TIF Ordinance
[See attached]

Exhibit E

Certificate of Allowable Costs

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

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

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

Camden Woods, LLC

Authorized Representative

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 031

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR THE RESURFACING OF HOWE ROAD IN THE
CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

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 for bids for the Howe Road Resurfacing Project, consisting of the removal of the existing asphalt wearing course, installation of asphalt intermediate and surface courses and the replacement of curb ramps, in accordance with specifications and bid 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 shall be paid from the General Capital Improvement Fund and the Motor Vehicle Fund.

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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding to improve public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Yea

Nay

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2023-031 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 032

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR THE RESURFACING OF PROSPECT ROAD IN
THE CITY OF STRONGSVILLE, AND DECLARING AN
EMERGENCY.**

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 for bids for the Prospect Road Resurfacing Project, consisting of the removal of the existing asphalt wearing course, installation of asphalt intermediate and surface courses and the replacement of curb ramps, in accordance with specifications and bid 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 shall be paid from the General Capital Improvement Fund and the Motor Vehicle Fund.

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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding to improve public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Yea

Nay

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2023-032 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 033

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR MATERIALS AND SERVICES IN CONNECTION
WITH THE PAINT STRIPING OF CERTAIN STREETS AND
HIGHWAYS FOR 2023 AND 2024, WITHIN THE CITY OF
STRONGSVILLE, AND DECLARING AN EMERGENCY.**

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 for bids for materials and services in connection with the paint striping of certain streets and highways within the City of Strongsville during the period of 2023-2024, in accordance with specifications on file in the office of the Director of Public Service, 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 Street Construction, Maintenance and Repair Fund.

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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution 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 in order to provide for proper and safe streets, the continuity of services and operation of the Service Department, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2023-033 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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