



October 6, 2025
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) Meeting called to order by Council President
- 2) Roll Call of Council Members
- 3) Excuse absent members
- 4) Amendments to the Agenda (if necessary)
- 5) Approval of minutes from previous meeting(s)
- 6) In Memoriam

RESOLUTION NO. 203-2025(COTW): First Reading. A Resolution recognizing the life and contributions of William “Bill” Hanavan; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council President Larson

- 7) Communications from the Mayor
- 8) City Administrator's Report
- 9) Departmental Report(s)
- 10) Report of the Clerk of Council
- 11) **Public Comment - Legislative Agenda Items only**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 12) **Public Comment - General**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced

to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).

13) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 193-2025(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 194-2025(PD): First Reading. A Resolution authorizing the Mayor to submit an application to the Northeast Ohio Area Wide Coordinating Agency (“NOACA”) for a grant under the Transportation for Livable Communities Initiative (“TLCI”) Implementation Grant Program to fund Phase 3 of the Taylor Road Corridor Road Reconfiguration and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 195-2025(PD): First Reading. A Resolution supporting and authorizing the Mayor to submit an application to the Ohio Department of Natural Resources Land and Water Conservation Fund for a grant under the program, and to accept funding if awarded for the Attleboro-Shelburne trail, for the Doan Brook Restoration Park Improvements – Trails Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

ORDINANCE NO. 196-2025(AS): First Reading. An Ordinance amending Section 140.02, “Members,” of Chapter 140, “Cleveland Heights Climate and Environmental Sustainability Committee,” of the Codified Ordinances of

Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

ORDINANCE NO. 197-2025(AS): First Reading. An Ordinance amending Section 150.02, "Members," of Chapter 150, "Transportation and Mobility Committee," of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 198-2025(AS): First Reading. A Resolution appointing Matt Alden as an alternate member of the Board of Zoning Appeals of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 199-2025(AS): First Reading. A Resolution appointing, Adam May, Kasey Friedland, Illie Massey, Lorna Rudolph and Valarie Ross as members of the Citizens Advisory Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 200-2025(AS): First Reading. A Resolution appointing Anne Salsich as a member of the Landmark Commission of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 201-2025(AS): First Reading. A Resolution appointing Patricia Smith, Wanda Owens and Colleen McGowan as members of the Commission on Aging of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 202-2025(AS): First Reading. A Resolution appointing Peter Whiting to fill an unexpired term as a member of the Climate and Environmental Sustainability Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 204-2025(CRR): First Reading. A Resolution recognizing October 2025 as *Sudden Unexpected Death in Epilepsy (SUDEP) Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 205-2025(F): First Reading. A Resolution authorizing the Mayor to enter into an agreement with the Coventry Village Special Improvement District, Inc. ("Coventry Village SID") for advancement of funds to cover a 3% increase that was not added to the assessment; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

ORDINANCE NO. 206-2025(PD): First Reading. An Ordinance authorizing the Mayor to execute a grant agreement with Friends of Mendelsohn in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and a waiver of City permitting fees up to Two Hundred Fifty Thousand Dollars (\$250,000.00), in order to fund trails, walkways, sidewalks, site lighting and landscaping improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

ORDINANCE NO. 207-2025(PD): First Reading. An Ordinance authorizing the Mayor to execute an agreement with Park Synagogue Borrower, LLC for a commercial development loan in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), to fund improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

b. Second Readings

ORDINANCE NO. 175-2025(PD): Second Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 46 vacant residential lots located within the City to FutureHeights, Inc.; and declaring the necessity that this legislation become immediately effective

as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 176-2025(PD): Second Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 19 vacant residential lots located within the City to YRM Corp.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 184-2025(PD): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

14) Committee Reports

15) Old Business

16) New Business

17) Council Member Comments

(Note: Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

18) Council President's Report

19) Adjournment

NEXT MEETING OF COUNCIL: OCTOBER 20, 2025

Proposed: 10/06/2025

RESOLUTION NO. 203-2025(COTW), *First Reading*

By Council President Larson

A Resolution recognizing the life and contributions of William “Bill” Hanavan; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Bill Hanavan passed away on September 4, 2025, leaving behind a legacy of love, generosity, and deep-rooted commitment to family, friends, and community; and

WHEREAS, Bill’s passion for trees began decades ago in western Michigan, at his former home where two majestic oak trees inspired him with their strength and beauty; and

WHEREAS, Bill cultivated this passion by studying native species, purchasing saplings, and planting them not only on his own property but anywhere neighbors and friends welcomed them, transforming unused spaces — even a vacant horse pasture beside his home — into thriving forests with the help of his county’s Conservation District; and

WHEREAS, Bill’s efforts extended beyond his own land, as he helped friends reforest former farmland, kept potted trees on hand for whenever planting opportunities arose, and carried this love of trees with him into retirement in Cleveland Heights, where he continued to plant trees around his neighborhood and for any resident who requested one; and

WHEREAS, Bill’s generosity was matched by his humility, as he often planted trees free of charge, offering not just the saplings but the labor and care required to ensure their survival; and

WHEREAS, in 2019, Bill’s tree-planting hobby grew into a larger movement when, at a fundraiser for the Western Reserve Land Conservancy, he met like-minded neighbors Margy Weinberg, Sue Wolpert, and Laura Marks, with whom he co-founded *Heights Tree People*; and

WHEREAS, through Heights Tree People, Bill and his fellow volunteers assessed neighborhoods with sparse canopy, knocked on doors, offered trees at no cost, planted them in schoolyards, and most recently partnered with the Heights Libraries and Cuyahoga County’s Healthy Urban Tree Canopy program to create an “urban mini forest,” an effort that earned the group the University Heights *Good Neighbor Award* in 2024; and

RESOLUTION NO. 203-2025(COTW)

WHEREAS, since its founding, Heights Tree People has planted more than 1,000 trees across Cleveland Heights and surrounding communities, strengthening the environment, improving storm water absorption, reducing the urban heat island effect, and bringing cleaner air and greater beauty to our neighborhoods; and

WHEREAS, Bill's presence at Arbor Day celebrations, neighborhood tree plantings, and community events will be deeply missed, but his legacy lives on in every canopy that shades a sidewalk, every child who plays beneath a newly planted tree, and every volunteer who continues his mission;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby honors and remembers William "Bill" Hanavan for his extraordinary contributions to the City of Cleveland Heights, for his steadfast belief that planting trees is an act of love, and for inspiring others to follow his example of service and stewardship.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize the life and contributions of William "Bill" Hanavan in a timely manner. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

RESOLUTION NO. 203-2025(COTW)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Memo

To: City Council
From: Rodney Hairston, Finance Director
Date: September 24, 2025
Re: Budget Adjustment- Parks & Recreation

For the October 6, 2025 Council Meeting, I am requesting a total budget increase of \$390,000 to the 2025 budget to cover a grant received from the Land and Water Conservation Fund for renovation of Cain Park's tennis courts and skate park.

Our 50% grant match of \$390,000 has already been appropriated in the 2025 budget. However, the 50% reimbursable share of \$390,000 has not and needs to be allocated.

Proposed: 10/06/2025

ORDINANCE NO. 193-2025(F), *First Reading*

By Mayor Cuda

An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 011-2025, in the manner more fully described herein,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. Certain subparagraphs of Ordinance No. 011-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2025, shall be made within appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 5. The prior version of Ordinance No. 011-2025, is hereby repealed in its entirety.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and

ORDINANCE NO. 193-2025(F)

continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	2025 Budget Adjustments												
2	Ordinance #0XX-2025												
3	Cash Supplement and Inter-Departmental Transfers												
4													
5			2025 Budget							2025 Budget			Requesting
6	Fund #	Fund Description	Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Department
67													
68													
	240	Federal Miscellaneous Grants	\$ 390,000.00	240	8401	Parks & Rec Admin	3003.0	Cap Improvements	Capital	\$ 390,000.00	Cain Park was awarded a grant from the Land & Water Conservation Fund to help cover costs to renovate tennis courts and the skate park. Total project costs are estimated at \$780k. The grant requires a 50% city match which was included in the	Offset by Reimbursable	Parks & Rec
69													
70													
71		Budget Adjustment Total	\$ 390,000.00						Budget Adjustment Total	\$ 390,000.00			
72													
122													
123													
124		Grand Total Budget Adjustment	\$ 390,000.00						Grand Total Budget Adjustment	\$ 390,000.00			
125													
126													
127		Budget Increase Funding Source	Budget Impact										
128		Budget Increase-From Fund 101 UE Cash	\$ -										
129		Budget Increase-From Fund 213 UE Cash	\$ -										
130		Intradepartment Transfer	\$ -										
131		Interdepartment Transfer	\$ -										
132		Offset by Revenue Increase Received**	\$ -										
133		Offset by Reimbursable Grant**	\$ 390,000.00										
134			\$ 390,000.00										
135													
136		**Grant Receipts to offset expenses, for a net \$0 impact for this request.											



Date: September 19, 2025

To: City Council

From: Eric Zamft, Director of Planning, Neighborhoods & Development

Subject: Transportation for Livable Communities Initiative ("TLCI") Implementation Grant Application to fund Phase 3 of the Taylor Road Corridor Road Reconfiguration

Purpose Statement: The Cities of Cleveland Heights, University Heights, & East Cleveland have been working collaboratively to address shared challenges to transportation, access, and mobility within the region. This includes originally collaborating on the Taylor Road Corridor Study, as well as recently on the Heights Regional Active Transportation Plan (ATP). In addition, the Cities have been active in seeking implementation funding. Cleveland Heights and University Heights applied for and received a Transportation for Livable Communities Initiative ("TLCI") Implementation Program grant from the Northeast Ohio Areawide Coordinating Agency ("NOACA") in 2024 for Phase 1 of the Taylor Road Corridor Road Reconfiguration Project (South Taylor Road, from Euclid Heights Boulevard to Cedarbrook Road); The Cities of Cleveland Heights and East Cleveland submitted and were awarded a TLCI implementation grant in 2025 to implement Phase 2 of the Project (South Taylor Road/North Taylor Road, from Euclid Heights Boulevard to Euclid Boulevard). Cleveland Heights seeks to submit an for funding the last phase of the Project (from Silsby Road south to Fairmont Boulevard), with Cleveland Heights as the Project Sponsor & lead applicant. The TLCI application requires a resolution from City Council authorizing the Mayor to submit the joint application. Applications are due on October 10, 2025. Therefore, the administration is requesting that Council consider for adoption such resolution upon First Reading, as an emergency.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? The application is due on October 10, 2025

Is passage on first reading necessary: Yes: _____ X _____ No: _____

If yes, why? The application is due on October 10, 2025

If funding is required, is it already budgeted for? Yes: * No: *

*Note: it is anticipated that this would be a fully grant-funded TLCI project (as Phases 1 and 2 have been). Language has been added to the resolution that requires that the City requests that NOACA waive the match requirement. In the event the waiver is not approved, the City may still accept the grant provided the match requirement does not exceed 20% of the total award.

If not already budgeted for, where will funding come from?

*Note: 2026 Capital funds will be requested to be utilized for matching purposes for transportation grants, similar to the \$200,000 allocated in 2025.

Proposed: 10/06/2025

RESOLUTION NO. 194-2025(PD), *First Reading*

By Mayor Cuda

A Resolution authorizing the Mayor to submit an application to the Northeast Ohio Area Wide Coordinating Agency (“NOACA”) for a grant under the Transportation for Livable Communities Initiative (“TLCI”) Implementation Grant Program to fund Phase 3 of the Taylor Road Corridor Road Reconfiguration and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Cities of University Heights, Cleveland Heights and East Cleveland (the “Cities”) recognize the shared challenges to transportation, access, and mobility within the region; and

WHEREAS, the Cities have determined to work collaboratively to meet those challenges through shared planning; and

WHEREAS, the Cities worked with NOACA on a TLCI grant in 2018 and 2019 to prepare the Taylor Road Corridor Study; and

WHEREAS, the Cities of Cleveland Heights and University Heights submitted and were awarded a TLCI implementation grant in 2024 to implement the components of the Taylor Road Corridor Study along South Taylor Road, from Euclid Heights Boulevard to Cedarbrook Road; and

WHEREAS, the Cities of Cleveland Heights and East Cleveland submitted and were awarded a TLCI implementation grant in 2025 to implement the components of the Taylor Road Corridor Study along South Taylor Road/North Taylor Road, from Euclid Heights Boulevard to Euclid Boulevard; and

WHEREAS, the City of Cleveland Heights seeks to implement recommendations of the Taylor Road Corridor Study for the last phase of South Taylor Road from Silsby Road to Fairmont Boulevard; and

WHEREAS, the City of Cleveland Heights proposes the Taylor Road Corridor Reconfigurations Phase 3, which would consist of painting Advisory Bike Lanes and installing Traffic Calming devices, such as, but not limited to, speed tables or mid-block pinch points. (the “Project”); and

WHEREAS, the TLCI Implementation Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA’s Strategic Plan for northeast Ohio; and

RESOLUTION NO. 194-2025(PD)

WHEREAS, the TLCI Implementation Program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS, the City of Cleveland Heights would act as the Project Sponsor and, therefore, would be designated as the recipient; and

WHEREAS, the City of Cleveland Heights agrees to abide by all federal requirements as a recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, is authorized to execute a contract with the Ohio Department of Transportation ("ODOT") and NOACA if selected for the TLCI Program.

WHEREAS, this Council has determined that it would be in the best interest of the City and its residents to submit the proposed joint application.

BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and is hereby, authorized to submit an application on behalf of the City of Cleveland Heights to the Northeast Ohio Areawide Coordinating Agency ("NOACA"), with the City of Cleveland Heights acting as the Project Sponsor and designated recipient of USDOT funds, for the TLCI Implementation Program, provided the City requests that NOACA waive the match requirement.

SECTION 2. The Mayor be, and he is hereby, authorized to accept and sign all documents for and enter into any agreements with the NOACA for such TLCI Implementation Grant funding. In the event the waiver is not approved, the City may still accept the grant provided the match requirement does not exceed 20% of the total award.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken 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.

RESOLUTION NO. 194-2025(PD)

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the application deadline of October 10, 2025. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: September 24, 2025

To: City Council

From: Karen Knittel, Assistant Planning Director

Subject: Resolution to submit joint application with the City of Shaker Heights for ODNR Land and Water Conservation Fund grant for the Attleboro-Shelburne Trail of the Doan Brook Restoration at Horseshoe Lake project

Purpose Statement: To apply for grant funds through the Ohio Department of Natural Resources (ODNR) for financial support of Doan Brook Restoration Park Improvements in coordination with the City of Shaker Heights and the Northeast Ohio Regional Sewer District's (NEORS) Doan Brook Restoration near Horseshoe Lake Park project.

A joint application is being prepared between the City of Cleveland Heights, the City of Shaker Heights and perhaps the City of Cleveland, to the ODNR –Land and Water Conservation Fund Program for a grant for the Attleboro-Shelburne trail, for the Doan Brook Restoration Park Improvements – Trails Project, in the amount up to Five Hundred Thousand Dollars (\$500,000.00).

The grant requires a minimum 50% local match which the city anticipates being made through the NEORS Doan Brook Restoration Near Horseshoe Lake project and those NEORS funds being used as the cash match;

The application deadline is November 14, 2025.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: _____

If yes, why? Application submittal deadline is November 14, 2025. However, coordination with the City of Shaker Heights requires all materials to be available by November 1, 2025

Is passage on first reading necessary: Yes: X No: _____

If yes, why? Application submittal deadline is November 14, 2025. However, coordination with the City of Shaker Heights requires all materials to be available by November 1, 2025

If funding is required, is it already budgeted for? Yes: _____ No: X (see note)

If not already budgeted for, where will funding come from?

By applying for this trail fund now, we are able to use a portion the NEORSD expenditures as match. The Cleveland Heights local contribution for the Doan Brook Restoration at Horseshoe Park project is approximately \$2.5 million. Funds for this project will be budgeted in 2026.

Proposed: 10/06/2025

RESOLUTION NO. 195-2025(PD), *First Reading*

By Mayor Cuda

A Resolution supporting and authorizing the Mayor to submit an application to the Ohio Department of Natural Resources Land and Water Conservation Fund for a grant under the program, and to accept funding if awarded for the Attleboro-Shelburne trail, for the Doan Brook Restoration Park Improvements – Trails Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City has been working with the Northeast Ohio Regional Sewer District (“NEORSD”) and the City of Shaker Heights on the Doan Brook Restoration Park Improvements, and

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources (“ODNR”), administers financial assistance for public recreation purposes, through the federal Land and Water Conservation Fund program; and

WHEREAS, the City of Cleveland Heights desires financial assistance under the Land and Water Conservation Fund program for the construction of a 10-foot-wide multipurpose trail as part of the Doan Brook Restoration Park Improvement; and

WHEREAS, a joint application is being prepared between the City of Cleveland Heights, the City of Shaker Heights and perhaps the City of Cleveland, to the ODNR – 2024 Land and Water Conservation Fund Program for a grant for the Attleboro-Shelburne trail, for the Doan Brook Restoration Park Improvements – Trails Project, in the amount up to Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the grant requires a minimum 50% local match which the city anticipates being made through the NEORSD Doan Brook Restoration Near Horseshoe Lake project and those NEORSD funds being used as the cash match;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby authorized to file an application for the Land and Water Conservation Fund program for financial assistance, and if awarded, enter into a project agreement and any related documents with the Ohio Department of Natural Resources (ODNR) – Land and Water Conservation Fund program for the Attleboro-Shelburne trail, Doan Brook Restoration Park improvements – Trails Project, in a total amount of up to Five Hundred Thousand Dollars (\$500,000.00).

RESOLUTION NO. 195-2025(PD)

SECTION 2. The City does agree to obligate the funds to satisfactorily complete the proposed project and become eligible for reimbursement funding under the terms and conditions of the Land and Water Conservation Fund and the project agreement.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the application deadline of November 14, 2025. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Proposed: 10/06/2025

ORDINANCE NO. 196-2025(AS), *First Reading*

By Mayor Cuda

An Ordinance amending Section 140.02, "Members," of Chapter 140, "Cleveland Heights Climate and Environmental Sustainability Committee," of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Section 140.02, "Members" of Chapter 140, "Cleveland Heights Climate and Environmental Sustainability Committee" of the Codified Ordinances of the City of Cleveland Heights shall be and is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. Current Section 140.02 of the Codified Ordinances of the City of Cleveland Heights as it existed prior to the effective date of this Ordinance shall be, and is hereby, repealed in its entirety.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

EXHIBIT A

140.02 MEMBERS.

(a) The Committee shall consist of eight (8) members. Seven (7) shall be appointed by City Council. The eighth member shall be the City's Climate Resiliency and Sustainability Coordinator or Mayor's designee who shall be a non-voting member and shall serve as the Committee's Co-Chair. Voting members shall be residents of Cleveland Heights with a demonstrated interest in and/or knowledge of environmental sustainability. A good faith effort shall be made to have the appointments reflect the City's goal of racial, social and geographic diversity. Each person appointed shall first have submitted an application to serve on the Committee. Any such applicant may be asked to participate in an interview with the Council prior to appointment.

(b) Members shall serve for a two (2)-year term. Terms shall expire on the last day of December 2025 and each two (2) years thereafter.

(c) City Council, by majority vote, may remove an appointed member who misses a majority of the Committee's meetings in a calendar year and declare that member's position vacant.

(d) Vacancies shall be filled by appointment for the remainder of the unexpired term.

(e) No compensation shall be paid to any appointed member of the Committee for services performed.

(f) Subject to approval by the President of City Council, the Chair of the Municipal Services Committee shall serve as a non-voting liaison between Council and the Committee.

Proposed: 10/06/2025

ORDINANCE NO. 197-2025(AS), *First Reading*

By Mayor Cuda

An Ordinance amending Section 150.02, “Members,” of Chapter 150, “Transportation and Mobility Committee,” of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Section 150.02, “Members” of Chapter 150, “Transportation and Mobility Committee” of the Codified Ordinances of the City of Cleveland Heights shall be and is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. Current Section 150.02 of the Codified Ordinances of the City of Cleveland Heights as it existed prior to the effective date of this Ordinance shall be, and is hereby, repealed in its entirety.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Exhibit A

150.02 MEMBERS.

(a) The Committee shall consist of eight (8) members, seven (7) members shall be appointed by City Council. The eighth member shall be the City Administrator or Mayor's designee who shall be a non-voting member and shall serve as the Committee's Co-chair. Voting members shall be residents of Cleveland Heights and shall include: one (1) resident to represent the interests of bicyclists; one (1) resident to represent the interests of transit users; one (1) resident to represent the interests of mobility-challenged persons; and, one (1) resident to represent the interests of the Cleveland Heights business community. A good faith effort shall be made to have the appointments reflect the City's goal of racial, social and geographic diversity. Each person appointed, shall first have submitted an application to serve on the Committee. Any such applicant may be asked to participate in an interview with the Council prior to appointment.

(b) Members shall serve for a two (2)-year term. Terms shall expire on the last day of December 2025 and each two years thereafter.

(c) City Council, by majority vote, may remove an appointed member who misses a majority of the Committee's meetings in a calendar year and may declare that member's position vacant.

(d) Vacancies in voting member seats shall be filled by appointment, for the remainder of the unexpired term.

(e) No compensation shall be paid to any appointed member of the Committee for services performed.

(f) The City Council President shall designate a Council member as a non-voting liaison between Council and the Committee.



Date: 9/29/2025

To: CITY COUNCIL, LAW

From: CRAIG COBB

Subject: Appointment to Board of Zoning Appeal

Purpose Statement: To appoint Matt Alden as an alternate to BZA on the recommendation of the Administrative Services Committee of Council.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? There is an immediate need to have an alternate member if needed to have a quorum.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? There is an immediate need to have an alternate member if needed to have a quorum.

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from? No funding needed.

Proposed: 10/06/2025

RESOLUTION NO. 198-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Matt Alden as an alternate member of the Board of Zoning Appeals of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Board of Zoning Appeals consists of five (5) regular members and one (1) alternate member, all of whom shall be residents of the City not employed by the City and all of whom shall be appointed by the Council to four (4) year terms.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Matt Alden as an alternate member of the Board of Zoning Appeals to an unexpired term ending December 31, 2028.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were taken in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fully constitute the Board of Zoning Appeals and continue the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 198-2025(AS)

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: 9/29/2025

To: CITY COUNCIL, LAW

From: CRAIG COBB

Subject: Appointments to Citizens Advisory Committee (CAC)

Purpose Statement: To appoint Adam May, Kasey Friedland, Illie Massey, Lorna Rudolph and Valarie Ross to the CAC on the recommendation of the Administrative Services Committee of Council.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? There is an immediate need to have members to fill current vacancies so that Commission work can continue.

Is passage on first reading necessary: Yes: _____ No: X

If yes, why? There is an immediate need to have members to fill current vacancies so that Commission work can continue.

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from? No funding needed.

Proposed: 10/06/2025

RESOLUTION NO. 199-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing, Adam May, Kasey Friedland, Illie Massey, Lorna Rudolph and Valarie Ross as members of the Citizens Advisory Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Citizens Advisory Committee is made up of 22 members with a Chair, Vice Chair, and Secretary with ten (10) seats reserved for representatives of the City's 10 historic elementary school boundaries and twelve (12) seats open to residents from all parts of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Adam May, Kasey Friedland, Illie Massey, Lorna Rudolph and Valarie Ross as members of the Citizens Advisory Committee to unexpired terms ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fully constitute the Citizens Advisory Committee and continue the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

RESOLUTION NO. 199-2025(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: 9/29/2025

To: CITY COUNCIL, LAW

From: CRAIG COBB

Subject: Appointment to Landmark Commission

Purpose Statement: To appoint Anne Salsich as a member of the Landmark Commission of the City of Cleveland Heights, OH on the recommendation of the Administrative Services Committee of Council to complete an unexpired term ending Dec. 31, 2025.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? There is an immediate need to have a member if needed to have a quorum.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? There is an immediate need to have a member if needed to have a quorum.

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from? No funding needed.

Proposed: 10/06/2025

RESOLUTION NO. 200-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Anne Salsich as a member of the Landmark Commission of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 143 of the Ordinances of the City of Cleveland Heights establishes the Landmark Commission, with seven (7) members appointed by Council for staggered terms of three (3) years each.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Anne Salsich as a member of the Landmark Commission to an unexpired term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fully constitute the Landmark Commission and continue the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 200-2025(AS)

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: 9/29/2025

To: CITY COUNCIL, LAW

From: CRAIG COBB

Subject: Appointments to Commission on Aging

Purpose Statement: To appoint Patricia Smith, Wanda Owens and Colleen McGowan as members of the Commission on Aging on the recommendation of the Administrative Services Committee of Council.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? There is an immediate need to have members to fill current vacancies so that Commission work can continue.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? There is an immediate need to have members to fill current vacancies so that Commission work can continue.

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from? No funding needed.

Proposed: 10/06/2025

RESOLUTION NO. 201-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Patricia Smith, Wanda Owens and Colleen McGowan as members of the Commission on Aging of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 145 of the Ordinances of the City of Cleveland Heights establishes the Commission on Aging, consisting of thirteen (13) members, ten (10) of whom shall be voting members appointed by Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Patricia Smith, Wanda Owens and Colleen McGowan as members of the Commission on Aging for terms ending December 31, 2026.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and the safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fully constitute the Commission on Aging and continue the efficient operations of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

RESOLUTION NO. 201-2025(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: 9/29/2025

To: CITY COUNCIL, LAW

From: CRAIG COBB

Subject: Resolution No. Climate and Environmental Sustainability Committee Appointments

Purpose Statement: To appoint Peter Whiting to the CESC on the recommendation of the Administrative Services Committee of Council.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? There is an immediate need to have a member to fill 1 of 2 current vacancies so that Committee work can continue.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? There is an immediate need to have a member to fill 1 of 2 current vacancies so that Committee work can continue.

If funding is required, is it already budgeted for? Yes: _____ No: _____ N/a: X

If not already budgeted for, where will funding come from? No funding needed.

Proposed: 10/06/2025

RESOLUTION NO. 202-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Peter Whiting to fill an unexpired term as a member of the Climate and Environmental Sustainability Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Climate and Environmental Sustainability Committee consisting of eight (8) members appointed by City Council for two (2) year terms. The remaining member shall be the City's Climate Resiliency and Sustainability Coordinator who shall serve as a co-chair and non-voting member.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Peter Whiting as a member of the Climate and Environmental Sustainability Committee, filling a vacancy in an unexpired term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fully constitute the Climate and Environmental Sustainability Committee and continue the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

RESOLUTION NO. 202-2025(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Proposed: 10/06/2025

RESOLUTION NO. 204-2025(CRR): *First Reading*

By Mayor Cuda

A Resolution recognizing October 2025 as *Sudden Unexpected Death in Epilepsy (SUDEP) Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Ohio House Bill 731 of the 134th General Assembly designates every October 26 as *Sudden Unexpected Death in Epilepsy (SUDEP) Awareness Day*, also known as *Brenna's Law*, in honor of the late Brenna Brossard of North Olmsted, Ohio, who passed away from SUDEP on January 30, 2022; and

WHEREAS, in partnership with the Epilepsy Association located in Cleveland, Ohio, the City of Cleveland Heights recognizes the month of October 2025 as *SUDEP Awareness Month* to promote awareness, education, and prevention efforts related to Sudden Unexpected Death in Epilepsy; and

WHEREAS, the Centers for Disease Control and Prevention reports that approximately 1 in 1,000 individuals with epilepsy die each year from SUDEP, making it one of the most devastating risks associated with epilepsy; and

WHEREAS, SUDEP is defined as the sudden and unexpected death of a person with epilepsy who is otherwise healthy, where no other cause of death—such as trauma or drowning—can be found. SUDEP most often occurs during or following a generalized seizure, and frequently takes place at nighttime when it is unwitnessed; and

WHEREAS, when patients with epilepsy are informed about SUDEP, they are better able to take proactive steps to mitigate their risk. These steps include consistently taking prescribed anti-epileptic medications, prioritizing adequate sleep, attending regular medical appointments, avoiding alcohol and recreational drugs, identifying and managing seizure triggers, and using seizure detection and alert devices; and

WHEREAS, increasing public awareness of SUDEP empowers patients, families, caregivers, and the community to support education, prevention, and research efforts that can reduce the incidence of this tragic outcome.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio that:

SECTION 1. This Council hereby proclaims the month of October 2025 as *Sudden Unexpected Death in Epilepsy (SUDEP) Awareness Month* in the City of

RESOLUTION NO. 204-2025(CRR)

Cleveland Heights, in recognition of those who have been affected by SUDEP and in support of ongoing efforts to raise awareness and prevent future loss of life.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its content, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *Sudden Unexpected Death in Epilepsy (SUDEP) Awareness Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor



Date: September 24, 2025

To: Members of Council

From: Rodney Hairston, Finance Director

Subject: Coventry SID Advance

Purpose Statement: To request an advance payment of \$5,197 to the Coventry SID for the 3% increase excluded from this year's collections due to an oversight.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Memo

To: City Council
From: Rodney Hairston, Finance Director
Date: September 24, 2025
Re: Advance SID Payment – Coventry Village SID

For the October 6, 2025 Council Meeting, I am requesting the authorization to issue a \$5,197 advance payment to the Coventry SID.

The details are below:

- Due to an oversight, the Coventry Village SID assessment did not include the 3% increase for the 2025 collection year (2024 tax year) as laid out in Ord. 135-2023, resulting in a \$5,197 shortfall in amounts collected by the County.
- To correct this issue, an additional \$5,197 was included with the 2026 certification due on September 8, 2025, which will bring the assessment current per the plan.
- However, due to operational needs, the Coventry SID has requested payment for the \$5,197 now versus waiting until next year. Thus, we are requesting approval to issue an advance for this amount.
- No additional funds are required as the full amount, incorporating the 3% increase, was budgeted for 2025.

Proposed: 10/06/2025

RESOLUTION NO.205-2025(F), *First Reading*

By President Larson, Vice President Russell,
Councilmembers Posch, Mattox, and Petras

A Resolution authorizing the Mayor to enter into an agreement with the Coventry Village Special Improvement District, Inc. ("Coventry Village SID") for advancement of funds to cover a 3% increase that was not added to the assessment; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Coventry Village SID's self-assessment did not include a 3% increase for the 2025 collection year as levied through the enactment of Ordinance No. 135-2023, resulting in a Five Thousand, One Hundred Ninety-Seven and 00/100 Dollar (\$5,197.00)

WHEREAS, an additional assessment of \$5,197.00 was added to the 2026 certification of September 8, 2025, to cover the shortfall.

WHEREAS, the Coventry Village SID has immediate need of the funds for which the City will be reimbursed through assessment tax collection; and

WHEREAS, it would be in the City's best interest and the interest of the overall welfare of the Community to advance to the SID the first half SID assessment monies for the public services plan in anticipation of collection of special assessment monies.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement with the Coventry Village Special Improvement District, Inc. ("Coventry Village SID") for advancement of funds in the amount of Five Thousand, One Hundred Ninety-Seven and 00/100 Dollar (\$5,197.00) to be expended in furtherance of its public services plan, which plan has been approved by this Council through Resolution No. 109-2023(F). The City shall be reimbursed for the funds advanced herein by funds collected through special assessments on the landowners within the District.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Resolution to the City of Cleveland Heights website.

RESOLUTION NO. 205-2025(F)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to provide the Coventry Village SID with necessary operating funds. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Proposed: 10/06/2025

ORDINANCE NO. 206-2025(PD), *First Reading*

By Mayor Cuda

An Ordinance authorizing the Mayor to execute a grant agreement with Friends of Mendelsohn in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and a waiver of City permitting fees up to Two Hundred Fifty Thousand Dollars (\$250,000.00), in order to fund trails, walkways, sidewalks, site lighting and landscaping improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Friends of Mendelsohn, in coordination with Sustainable Community Associates Ltd., intends to participate in the redevelopment of the commercial property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus (the "Property"); and

WHEREAS, Friends of Mendelsohn and Sustainable Community Associates Ltd. have requested that the City grant the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Friends of Mendelsohn to undertake improvements to the trails, walkways, sidewalks, site lighting and landscaping on the Property (the "Project") as part of an overall renovation of the Property; and

WHEREAS, Friends of Mendelsohn and Sustainable Community Associates, Ltd. have further requested that the City waive a portion of the plan review and building permit fees for the project; and

WHEREAS, the redevelopment of the Property will lead to job creation and the furtherance of economic, educational, cultural and recreational opportunities within the City; and

WHEREAS, as additional consideration of the aforementioned grant and permit fee waiver, the City will receive a permanent public easement for public use of the trails, walkways and sidewalks located upon the Property during reasonable hours; and

WHEREAS, this Council has determined that approving the grant and partial fee waiver for the benefit of the Project and the overall redevelopment of the Property is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

ORDINANCE NO. 206-2025(PD)

SECTION 1. The Mayor is hereby authorized to execute a Grant Agreement and any and all other documents and to take any actions necessary to make a grant to Friends of Mendelsohn in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The Grant Agreement shall be substantially in accordance with a draft Grant Agreement attached hereto as Exhibit "A", with such revisions thereto as are not materially adverse to the City, which shall be conclusively evidenced by the execution of the same by the Mayor. The Grant Agreement shall be approved as to form by the Director of Law prior to execution.

SECTION 2. The Mayor is further authorized to issue an Executive Order waiving the first Two Hundred and Fifty Thousand Dollars (\$250,000.00) of plan review and building permit fees assessed by the City upon receipt of a copy of the application for plan review and building permits and verification of same, accordance with the terms of the Grant Agreement.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Property. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

ORDINANCE NO. 206-2025(PD)

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Exhibit A

See attached.

**LEGAL DESCRIPTION
OF
PARCEL "A"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 409.77 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 05°53'38" East and passing through a 5/8" iron pin found (0.17 feet north and 0.17 feet east) on the southerly right of way of Mayfield Road being the northwesterly corner of Sublot No. 35 of the Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records at 42.91 feet, a total distance of 1093.62 feet to a 5/8" iron pin set;

Thence North 80°35'58" West, 245.00 feet to a 5/8"x30" iron pin set;

Thence North 19°18'47" West, 125.93 feet to a 5/8"x30" iron pin set;

Thence North 53°52'52" West, 62.00 feet to the easterly building line of an existing building;

Thence North 85°59'44" West, 69.00 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 81°57'20" West, 52.80 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 77°57'20" West, 150.00 feet to a Mag nail set in an asphalt walk;



Thence South $64^{\circ}47'07''$ West, 27.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $25^{\circ}12'53''$ West and passing through a $5/8''$ iron pin set on the southerly right of way of said Mayfield Road at 244.98 feet, a total distance of 285.00 feet to the centerline of Mayfield Road;

Thence North $62^{\circ}53'46''$ East along the centerline of Mayfield Road, 995.42 feet to the **Principal Place of Beginning**, containing 13.3785 acres of land of which 0.9076 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All $5/8'' \times 30''$ iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North $62^{\circ}53'46''$ East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "B"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 1,405.19 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 25°12'53" East and passing through a 5/8" iron pin set on the southerly right of way of said Mayfield Road at 40.02 feet, a total distance of 285.00 feet to a 5/8"x30" iron pin set;

Thence North 64°47'07" East, 27.00 feet to a Mag nail set;

Thence South 77°57'20" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 81°57'20" East, 52.80 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 85°59'44" East, 69.00 feet to the existing building line of an existing building;

Thence South 53°52'52" East, 62.00 feet to a 5/8"x30" iron pin set;

Thence South 19°18'47" East, 125.93 feet to a 5/8"x30" iron pin set;

Thence South 80°35'58" East, 174.82 feet to a 5/8"x30" iron pin set at a point of curvature;



Thence along a curve deflecting to the right, 229.46 feet, said curve having a radius of 333.89 feet, delta of 39°22'31" and a chord that bears South 18°22'17" West, 224.97 feet to a 5/8" iron pin set;

Thence South 39°31'04" West, 218.47 feet to a 5/8"x30" iron pin set;

Thence North 50°34'25" West, 519.79 feet to a 5/8"x30" iron pin set;

Thence South 62°57'03" West, 100.00 feet to a 5/8"x30" iron pin set at the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North 25°12'53" West along the easterly right of way of Sycamore Road and the easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records and passing through a 5/8" iron pin found (0.27 feet south and 0.16 feet west) on the southerly right of way of said Mayfield Road at 705.73, a total distance of 745.75 feet to the centerline of Mayfield Road;

Thence North 62°53'46" East along the centerline of Mayfield Road, 100.00 feet to the **Principal Place of Beginning**, containing 8.1069 acres of land of which 0.0918 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "C"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-35-001 AND P.P.N. 684-35-022**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 part of Sublot No. 5, in Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records and further bounded and described as follows:

Beginning at a 5/8" iron pipe in a monument box found on the centerline of Compton Road (50 feet wide), being North 00°36'34" West, 240.00 feet from the centerline of Euclid Heights Boulevard (80 feet wide) as dedicated in Volume 37, Page 14 of Cuyahoga County Map Records;

Thence South 89°20'30" West and passing through the westerly right of way of Compton Road at 25.02 feet and being the southerly line of Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records and the northerly line of The Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records, a total distance of 288.34 feet to a pointed stone monument found and being the **Principal Place of Beginning** of the premises herein described;

Thence South 89°20'30" West continuing along the northerly line of The Minor Heights Subdivision No. 1, 236.68 feet to a 5/8" iron pin found and capped (D.G. Bohning) at the northwesterly corner of Sublot No. 6;

Thence South 00°36'34" East along the westerly line of Sublot No. 6, 200.26 feet to a 5/8" iron pin found and capped (D.G. Bohning) (0.09 feet south and 0.05 feet west) on the northerly right of way of said Euclid Heights Boulevard;

Thence South 89°18'49" West along the northerly right of way of Euclid Heights Boulevard, 45.00 feet to a drill hole found (0.15 feet south and 0.04 feet west) at the southeasterly corner of land conveyed to Brooke Siggers (P.P.N. 684-35-020) by the deed dated July 6, 2023 and recorded in AFN 202307060183 of Cuyahoga County Records;



Thence North $00^{\circ}36'34''$ West along the easterly line of land so conveyed to Brooke Siggers, 120.00 feet to a $5/8''$ iron pin found (0.24 feet south and 0.08 feet east);

Thence South $89^{\circ}18'49''$ West along a northerly line of land so conveyed to Brooke Siggers, 5.00 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.17 feet south and 0.28 feet east);

Thence North $00^{\circ}36'34''$ West continuing along the easterly line of land so conveyed to Brooke Siggers, 80.28 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.02 feet south and 0.07 feet west);

Thence South $89^{\circ}20'30''$ West along the northerly line of land so conveyed to Brooke Siggers and the northerly line of said The Minor Heights Subdivision No. 1, 282.86 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) on a easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records;

Thence North $25^{\circ}12'53''$ West along The Shaker Heights Improvement Company's Subdivision No. 7, 626.62 feet to the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North $62^{\circ}57'03''$ East, 100.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence South $50^{\circ}34'25''$ East, 519.79 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $39^{\circ}31'04''$ East, 218.47 feet to a $5/8'' \times 30''$ iron pin set at a point of curvature;

Thence along a curve deflecting to the left, 229.46 feet, said curve having a radius of 333.89 feet, delta of $39^{\circ}22'31''$ and a chord that bears North $18^{\circ}22'17''$ East, 224.97 feet to a Mag nail set;

Thence South $80^{\circ}35'58''$ East, 70.18 feet to a $5/8''$ iron pin set on the westerly line of said Compton Heights Subdivision;

Thence South $05^{\circ}53'38''$ East along the westerly line of Compton Heights Subdivision, 649.75 feet to the **Principal Place of Beginning**, containing 7.3267 acres of land as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.



Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal



GRANT AGREEMENT
between the
THE CITY OF CLEVELAND HEIGHTS
and
FRIENDS OF MENDELSON

THIS GRANT AGREEMENT ("Grant Agreement") is made as of the date of the last signature below by and between the City of Cleveland Heights, Ohio (the "GRANTOR"), an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, with its principal place of business located at 40 Severance Circle, Cleveland Heights, Ohio, and FRIENDS OF MENDELSON (the "GRANTEE"), an Ohio non-profit corporation with its principal place of business located at _____.

WITNESSETH:

WHEREAS, the GRANTOR desires to grant to GRANTEE the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) out of its general fund, or some other fund duly designated by the GRANTOR (the "Grant Funds"), for the purpose of improving certain walking trails, paths, sidewalks, including excavation and site clearing necessary for the same, site lighting and tree preservation, reforestation and landscaping in conjunction with the redevelopment of the property located at 3300 Mayfield Road, Cleveland Heights, Ohio 44118, identified as Parcel Nos. 68434015, 68434014 and 68435025 in the Cuyahoga County Records (the "Property"), which is more commonly known as the Park Synagogue Campus and is fully described on Exhibit A, attached hereto (the "Project"); and

WHEREAS, the GRANTOR further desires to grant to GRANTEE an in-kind sum of up to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) through the waiver, upon the issuance of one or more Executive Orders by the Mayor, of Building Department fees that would otherwise be due from GRANTEE for renovation of the Park Synagogue as part of the Project (the "In-Kind Grant"); and

WHEREAS, the GRANTOR desires to grant the Grant Funds and the In-Kind Grant for the purpose of creating jobs in the City of Cleveland Heights, providing additional recreational opportunities in the City of Cleveland Heights, and providing for the revitalization of underused property within the City of Cleveland Heights; and

WHEREAS, GRANTOR further desires to grant the Grant Funds and In-Kind Grant in recognition of the unique nature of the Project that features the renovation of the Park Synagogue, a historic landmark, by a non-profit corporation such as GRANTEE; and

WHEREAS, the GRANTOR'S Council has approved the grant of the Grant Funds pursuant to Resolution No. _____.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE and PAYMENT.

The GRANTOR agrees to pay to GRANTEE, as set forth herein, the Grant Funds in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), which shall be disbursed in accordance with this Section.

Furthermore, the GRANTOR agrees to provide the In-Kind Grant of up to Two Hundred Fifty Thousand and 00100 Dollars (\$250,000.00) by the Mayor of the GRANTOR executing one or more Executive Orders to waive up to that amount of Building Department fees upon application for plan review and/or building permits by GRANTEE to GRANTOR's Building Department

SECTION 2 USE OF GRANT FUNDS; DISBURSEMENT.

The Grant Funds shall be used by GRANTEE to pay the hard construction costs reasonably incurred by Borrower for the improvement of certain walking trails, paths, sidewalks, including excavation and site clearing necessary for the same, site lighting and tree preservation, reforestation and landscaping, consistent with the improvement plan set forth as **Exhibit B**, attached hereto and incorporated herein by reference. For purposes of this Agreement, hard construction costs shall mean the direct expenses associated with materials, labor, equipment and general conditions necessary to undertake the physical improvement of the trails, paths, sidewalks and site lighting in connection with the trails, paths and sidewalks, tree preservation, reforestation and landscaping, including, but not limited to, the costs for excavation, grading, site clearing, paving, planting, seeding, installing and equipping all hard surfaces, gravel surfaces, pervious surfaces, plants, dirt, stone, rock, lighting equipment and lighting and similar improvements. Excluded therefrom are soft or indirect costs such as architectural fees, engineering, permits, financing, and legal costs. The Grant Funds shall not be used in any manner other than as set forth in this Section.

Within three (3) business days after the execution of this Agreement, GRANTOR shall deposit the full amount of the Grant Funds into an interest-bearing escrow account at a federally insured financial institution mutually acceptable to both GRANTOR and GRANTEE. All interest earned on such escrowed funds shall accrue for the benefit of the GRANTEE and shall be disbursed together with Grant Funds in accordance with the terms and conditions set forth in a certain Disbursement Agreement to be executed by GRANTOR and GRANTEE, among other parties, concurrently with this Agreement ("Disbursement Agreement"). The disbursement of any amounts from the escrow account shall be subject strictly to the Disbursement Agreement, and no funds shall be released except as provided therein. The Disbursement Agreement shall provide that the Grant Funds disbursed from the escrow account shall be disbursed on a 1:1 match basis to pay for the eligible costs set forth above. Funds used to match the Grant Funds shall be spent by the GRANTEE, or its agent, Sustainable Community Associates IX, LLC, on any eligible cost for which the Grant Funds may be used, plus any hard construction costs, as the same is defined above, for interior drives, other necessary site lighting, stormwater improvements and stormwater pollution protection, plaza improvements and other hardscaping, provided that the same are undertaken in accordance with the improvement plans set forth in **Exhibit B**.

SECTION 3 USE OF IN-KIND GRANT; APPLICATION

Upon GRANTEE submitting on or more application to GRANTOR'S Building Department for plan review and/or building permits, GRANTEE shall provide a copy of said application to the Mayor of GRANTOR, who shall then issue an Executive Order waiving any City fees related to the same, up to a collective amount of Two Hundred Fifty Thousand and 00100 Dollars (\$250,000.00). The In-Kind Grant may be used to waive fees for several applications related to the Project, provided, however, that the total amount of fees shall not exceed Two Hundred Fifty Thousand and 00100 Dollars (\$250,000.00), and GRANTOR is under no obligation to waive any fees other than GRANTOR'S Building Department plan review and/or building permit fees.

SECTION 4 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the GRANTEE, or upon mismanagement of the Grant Funds or any misfeasance or malfeasance by the GRANTEE, the GRANTOR has the right to terminate this Grant Agreement by giving reasonable written notice of termination to GRANTEE, in whole or part; demand the immediate repayment of all Grant Funds received by the GRANTEE from the GRANTOR that have not been disbursed; recover any Grant Funds paid under this Agreement to the GRANTEE; demand immediate return of the Grant Funds from any escrow account; temporarily withhold cash payments pending correction of deficiency under this Agreement by the GRANTEE; discontinue any portion of the In-Kind Grant not previously allocated; or take all other actions available under Ohio law.

SECTION 5 DISSOLUTION.

If, for any reason, the GRANTEE is ever dissolved, the GRANTOR has the absolute right to receive repayment by the GRANTEE of all Grant Funds disbursed to it by the GRANTOR remaining in the GRANTEE'S possession or control, or otherwise in escrow, including, but not limited to, the Grant Funds disbursed under this Grant Agreement.

SECTION 6 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the GRANTOR upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the GRANTOR and/or State of Ohio to audit and verify that the Grant Funds and In-Kind Grant provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the GRANTOR to enable it to comply with local, state, and federal statutes and regulations.
- The GRANTEE shall maintain all records related to this Grant Agreement for three (3) years after the GRANTOR makes final disbursement under the Disbursement Agreement all other pending matters are closed. If any litigation, claim, negotiation, audit, or other

action involving the records has been started before the expiration of the 3-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.

- Copies of all records related to the Disbursement Agreement, including any documentation provided as required by the Disbursement Agreement.

The GRANTOR shall have the right of access during normal business hours to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to this Grant Agreement in order to make audits or examinations.

SECTION 8 GRANT OF EASEMENT.

In consideration of the grant of the Grant Funds provided for herein, GRANTEE shall grant to GRANTOR, or shall cause the title owner of the Property to grant to GRANTOR, a permanent public easement for the general public to use the trails located, and to be located upon the Property, in the form attached hereto as **Exhibit C**.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 9 INDEPENDENT CONTRACTOR.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The GRANTOR and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the GRANTOR nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, state and local non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 13 DISPUTE RESOLUTION.

In event of any dispute between the Parties concerning this Agreement: (i) the designated representatives of each party will first negotiate in good faith to resolve the dispute; (ii) if the Parties are unable to resolve the dispute within 30 days, the parties will have the right to initiate voluntary, non-binding mediation conducted by mutually agreed-upon mediator; and (iii) if the parties are unable to resolve the dispute within 60 days after initiating mediation, any party will have the right to submit the dispute to litigation (or, if the Parties so elect, binding arbitration). Any party will retain the right to seek injunctive relief in a court of competent jurisdiction if necessary to protect its rights in its confidential information. Each Party will bear its own fees and expenses in resolving any dispute.

SECTION 14 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Cuyahoga County Court of Common Pleas.

SECTION 15 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 16 PUBLIC RECOGNITION AND SUPPORT.

The GRANTEE shall recognize the GRANTOR on all printed materials and promotional media related to this Agreement and the Project. When there are press releases, photographs, newsletters or any published materials about this grant, the contributions of the GRANTOR shall be acknowledged and the GRANTOR shall be included on any and all mailing distributions.

[Signature on Following Page]

The parties hereunto have caused this GRANT AGREEMENT to be executed in duplicate on the date of the last signature below.

**CITY OF CLEVELAND HEIGHTS
“GRANTOR”**

**FRIENDS OF MENDELSON
“GRANTEE”**

Tony Cuda, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form and correctness:

William R. Hanna, Director of Law

FISCAL OFFICER’S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2025 under this Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Cleveland Heights, Ohio

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
IMPROVEMENT PLANS

See attached.

EXHIBIT C
PERMANENT PUBLIC EASEMENT

See attached.



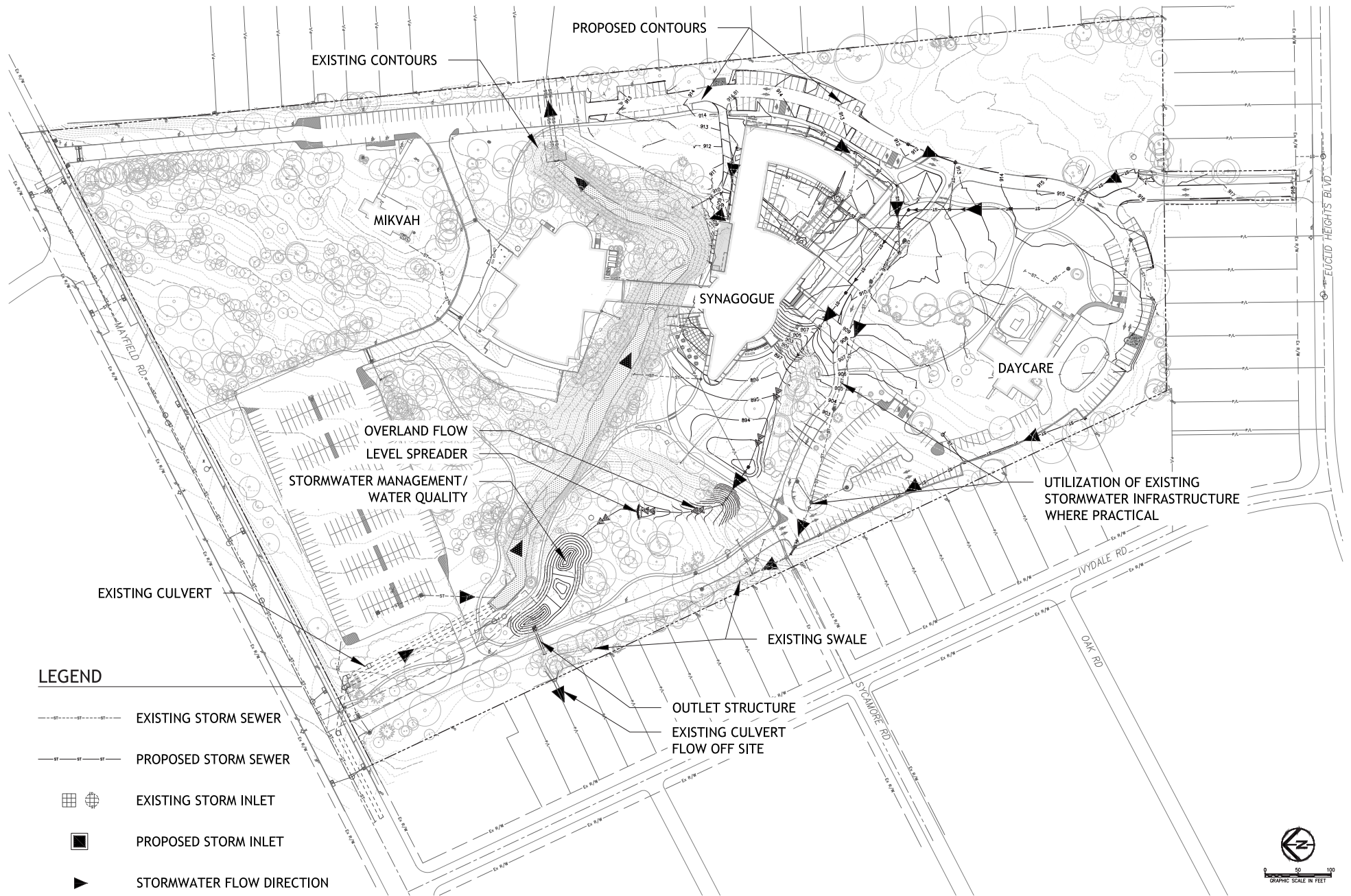
TRAILS, PATHS & HARDSCAPE IMPROVEMENTS **PARK SYNAGOGUE - FRIENDS OF MENDELSON**

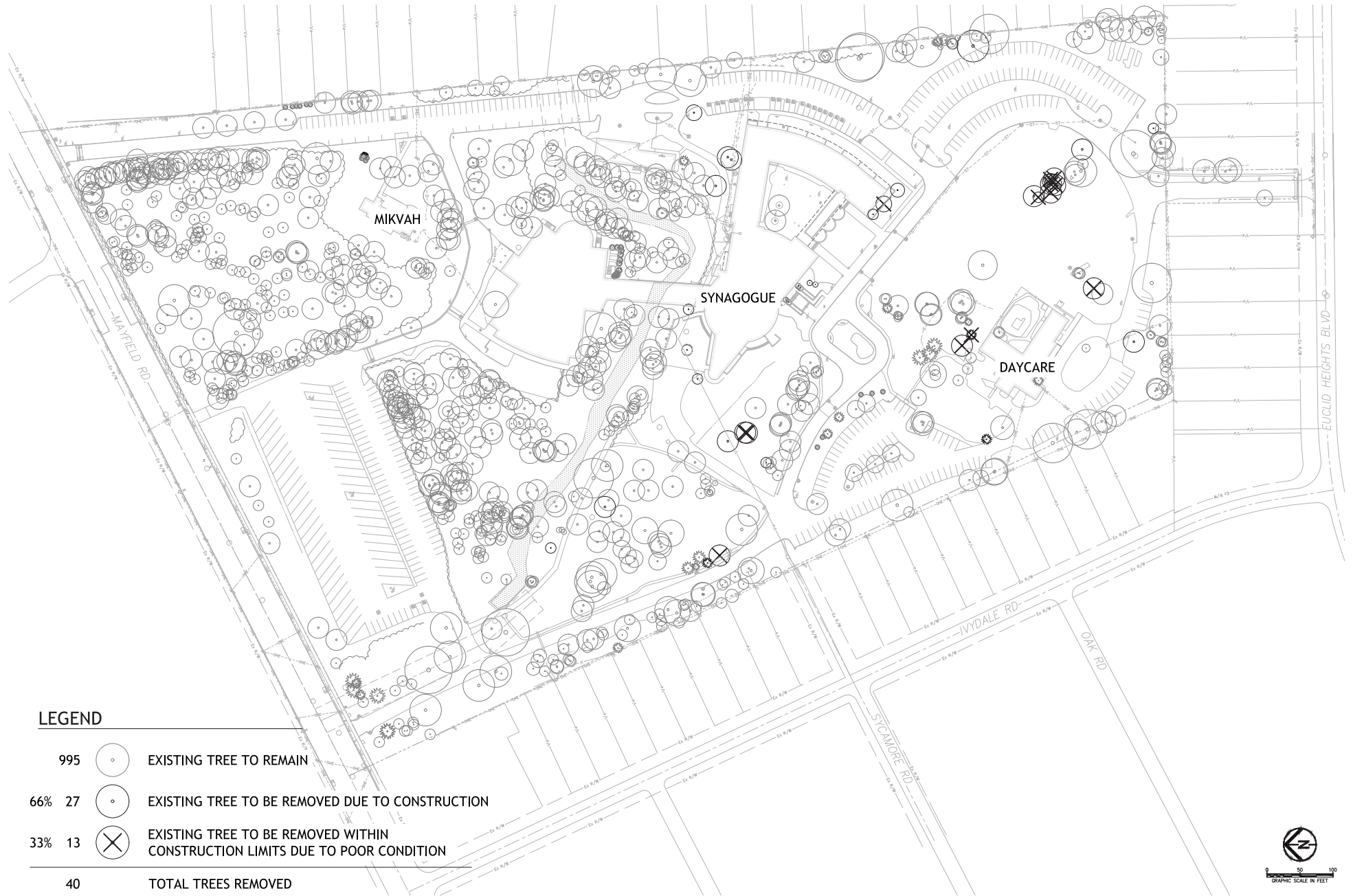
EXHIBIT B
1 OF 6
AUGUST 2025



SITE LIGHTING PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
2 OF 6
AUGUST 2025

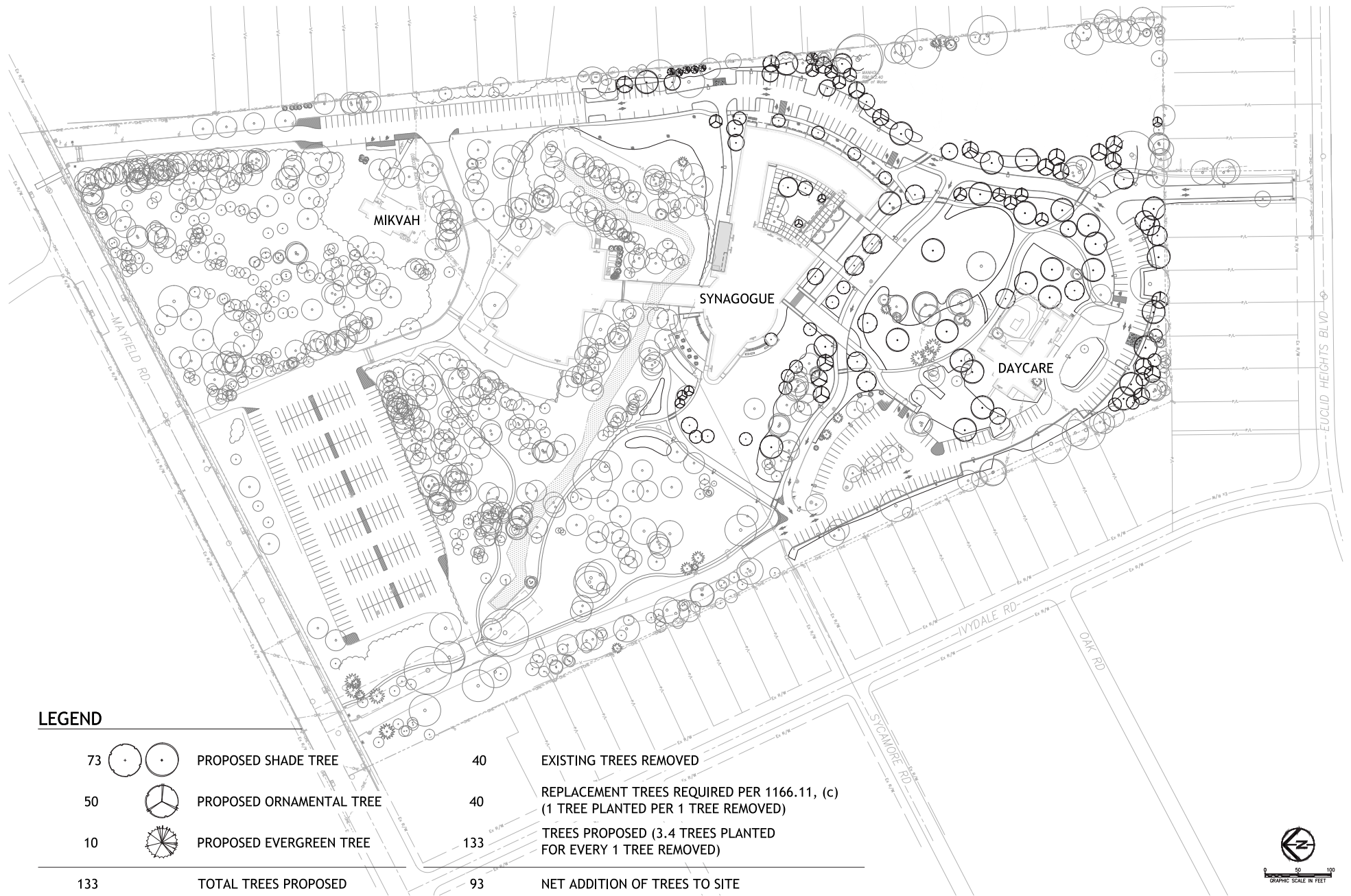




TREE PRESERVATION: REMOVALS

PARK SYNAGOGUE - FRIENDS OF MENDELSON

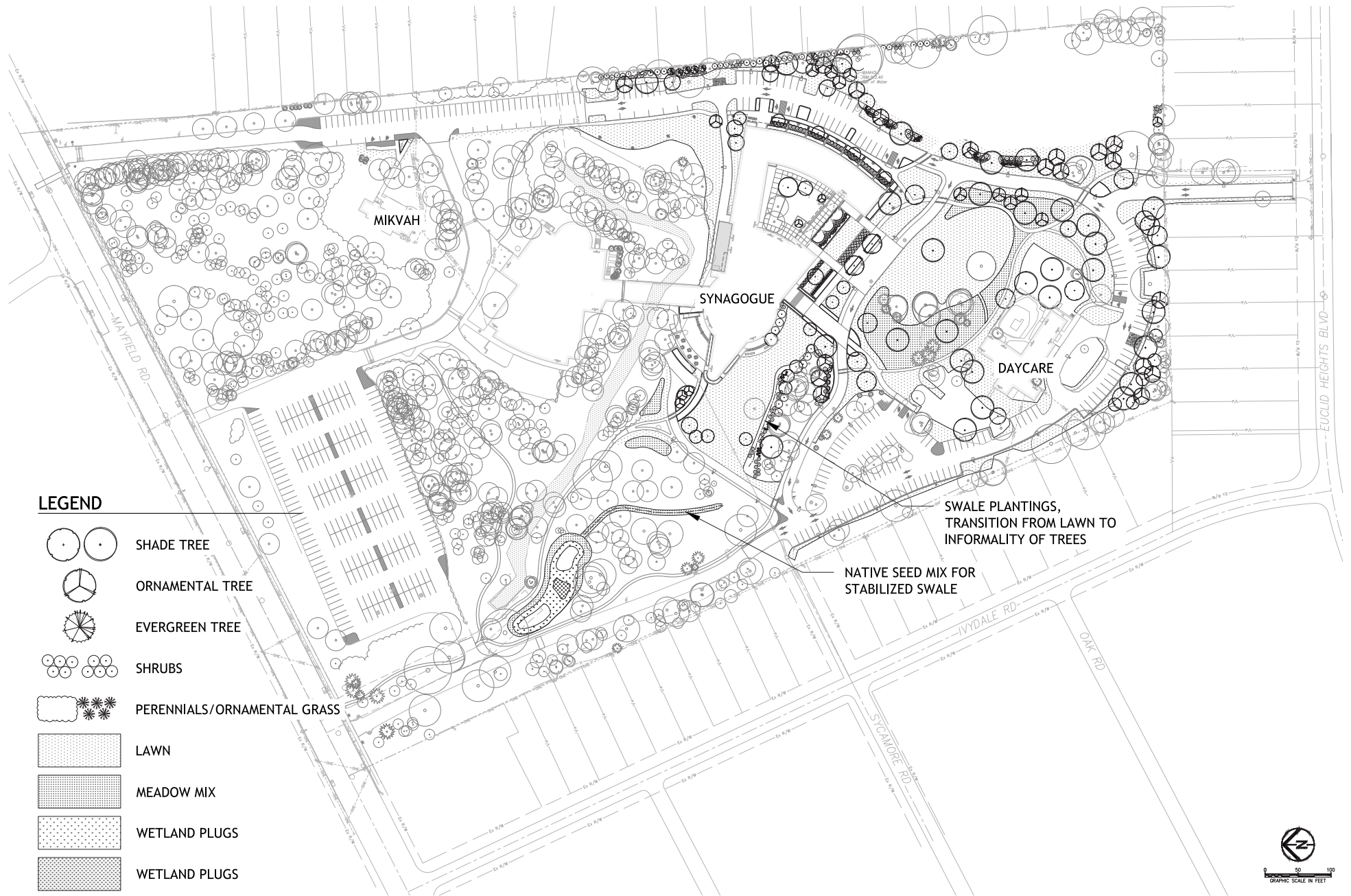
EXHIBIT B
4 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION

PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
5 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION & LANDSCAPING PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
6 OF 6
AUGUST 2025

PUBLIC PEDESTRIAN ACCESS EASEMENT

THIS PUBLIC PEDESTRIAN ACCESS EASEMENT, made this _____ day of _____, 2025, by **Sustainable Community Associates IX, LLC**, its successors and/or assigns, having its principal place of business at 2306 W 17th Street, Suite 6, Cleveland Heights, OH 44113 and **Friends of Mendelsohn**, its successors and assigns, having its principal place of business at 3300 Mayfield Rd., Cleveland Heights, OH 44118 (collectively, the “Grantors”) to the **City of Cleveland Heights**, an Ohio municipal corporation, its successors and/or assigns (“Grantee”), whose address is 40 Severance Cir., Cleveland Heights, OH 44118, for the use, enjoyment and benefit of the public. The Public Pedestrian Access Easement is being granted pursuant to Ordinance No. _____ adopted by the Grantee’s City Council on _____, 2025.

W I T N E S S E T H:

Grantors, as the owners of the real property more particularly described on attached Exhibit “A,” which is incorporated herein by reference (the “Property”), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate for the use of the public a perpetual non-exclusive access easement for travel over and across those portions of the Property more particularly described on Exhibit “B” attached hereof and incorporated herein (“Easement Area”), including, without limitation, the trails, walkways, walking paths and sidewalks constructed over the Easement Area (said easement hereinafter referred to as the “Public Pedestrian Access Easement”), for the use, enjoyment, and benefit of the public, subject to the following conditions and limitations:

1. The Grantors, their successors and and/or assigns retain the right to:
 - (i) use the Public Pedestrian Access Easement for any purpose which does not unreasonably interfere with the intended purpose of the Public Pedestrian Easement, including, without limitation, signage, utilities, lighting, sculpture, art, water features, benches, drainage, stormwater management, lot coverage calculations, setback areas, density calculations, open space, and landscaping for the benefit of the Property;
 - (ii) suspend the right to use the Public Pedestrian Access Easement as reasonably necessary during any period of construction or maintenance in, or in reasonable proximity to, the Public Pedestrian Access Easement. Additionally, Grantors may suspend the right to use the Public Pedestrian Access Easement for the conduct of a limited-access event upon the Property by providing Grantee at least 72-hour written notice, provided that such event-related closures shall not exceed more than 24 hours in duration without the consent of the Grantee, and shall occur no more often than once each calendar month. Grantors shall have the responsibility of posting any and all necessary temporary signs advising of any closure pursuant to this subsection 1(ii). Otherwise, the Public Pedestrian Access Easement and

the Easement Area shall remain constantly open and accessible to the public, subject to the limitations and restrictions set forth herein;

(iii) impose public use restrictions during certain hours, provided that said use restrictions shall not encumber the public's access of the Public Pedestrian Access Easement during the hours of 7:00am to dusk on any given day;

(iv) impose reasonable rules and regulations concerning the public's use of the Public Pedestrian Access Easement, provided that the same are generally consistent with the rules and regulations adopted by the City of Cleveland Heights concerning its parks and trails.

2. Grantors, their successors or assigns, shall design, permit, construct and maintain the Public Pedestrian Access Easement and the Easement Area at its expense. The Public Pedestrian Access Easement and the Easement Area shall be maintained to a standard which equals or exceeds the prevailing level of maintenance of the City of Cleveland Heights parks and parkways. Grantee shall have no obligation whatsoever to maintain the Public Pedestrian Access Easement and the Easement Area.
3. Grantors hereby warrants that: (i) they are the present fee simple title owner of the Easement Area; (ii) that the Easement Area is presently free and clear of liens and encumbrances excepting easements, restrictions and reservations of record and those liens and encumbrances to which a consent and subordination is attached hereto; and (iii) Grantors have good right and lawful authority to convey the easements established hereby.
5. This Public Pedestrian Access Easement may not be altered, modified or terminated, except in writing by an instrument executed by the parties hereto or as expressly permitted by the terms of this Public Pedestrian Access Easement. Grantors hereby reserve the right, without the prior approval of Grantee, to relocate portions of the Easement Area, provided that the following conditions are satisfied: (a) such relocation is performed at Grantors' sole cost and expense; (b) Grantors shall provide at least forty-five (45) days prior written notice to Grantee, such notice to include the reason for such relocation and a drawing depicting the relocated easement area; (c) such relocation shall not reduce the overall length of trail area then currently existing within the Easement Area by more than ten percent (10%); (d) the trail improvements to be constructed and installed within the relocated easement area are of the same general quality and character as the trail improvements installed in the then currently existing Easement Area, and provide a continuous and interconnected trail system; and (e) after completion of the relocation, the public will continue to enjoy public access to the trails, walkways, walking paths and sidewalks within the Easement Area as relocated (a "Permitted Relocation"). Upon completion of a Permitted Relocation or a

Requested Relocation (as defined below), the portion of the easement no longer in the Easement Area shall terminate and the Public Pedestrian Access Easement shall extend to and cover the area to which it has been so relocated and continue to cover that portion thereof that has not been so relocated. Additionally, Grantors shall, upon completion of a Permitted Relocation or a Requested Relocation, execute and record, with the acceptance of the Grantee, which shall not be unreasonably conditioned, withheld or delayed, a modification or amendment of this Public Pedestrian Access Easement and the Easement Area. For any Requested Relocation, Grantors and Grantee shall each act in good faith to alter or modify the Easement Area and Grantee shall not unreasonably withhold, condition or delay any request by Grantors to relocate the Easement Area, provided, however, Grantors and Grantee acknowledge that the intent of this Public Pedestrian Access Easement is to provide access to the public to enjoy meaningful and substantive public pedestrian access to the trails, walkways, walking paths and sidewalks within the Easement Area for recreational purposes subject to the terms of this Public Pedestrian Access Easement. For purposes of this Paragraph 5, the term "Requested Relocation" shall mean any request to relocate the Easement Area that is not a Permitted Relocation.

6. If any term or provision of this Public Pedestrian Access Easement or the application thereof to any party, person or circumstance shall, to any extent, be declared invalid or unenforceable by a court of law, the remainder of this Public Pedestrian Access Easement, or the application of such term or provision to parties, persons or circumstances other than those to as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other terms and provisions of this Public Pedestrian Access Easement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Public Pedestrian Access Easement shall be valid and enforced to the fullest extent permitted by law.
7. This Public Pedestrian Access Easement shall be construed and enforced in accordance with the laws of the State of Ohio. Venue for any legal action arising out of this Public Pedestrian Access Easement shall lie exclusively in the Cuyahoga County Court of Common Pleas.
8. This Public Pedestrian Access Easement shall be recorded in the Cuyahoga County, Ohio Records.

The foregoing covenants, terms and conditions shall attach to and run with the Public Pedestrian Access Easement and the Easement Area.

[Balance of Page Left Intentionally Blank. Signature Page to Follow.]

Executed this _____ day of _____, 2025.

"GRANTORS":

**SUSTAINABLE COMMUNITY
ASSOCIATES IX, LTD.**

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by
_____, the _____ of Sustainable
Community Associates IX, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

FRIENDS OF MENDELSON

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Friends of Mendelsohn, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

ACCEPTANCE

The grant of the Public Pedestrian Access Easement and the conditions, restrictions and limitations thereto, are hereby accepted by the City of Cleveland Heights, Ohio.

"GRANTEE":

CITY OF CLEVELAND HEIGHTS, OHIO

Kahlil Seren, Mayor

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by Kahlil Seren, the Mayor of the City of Cleveland Heights, Ohio, an Ohio municipal corporation, on behalf of the City.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
EASEMENT AREA

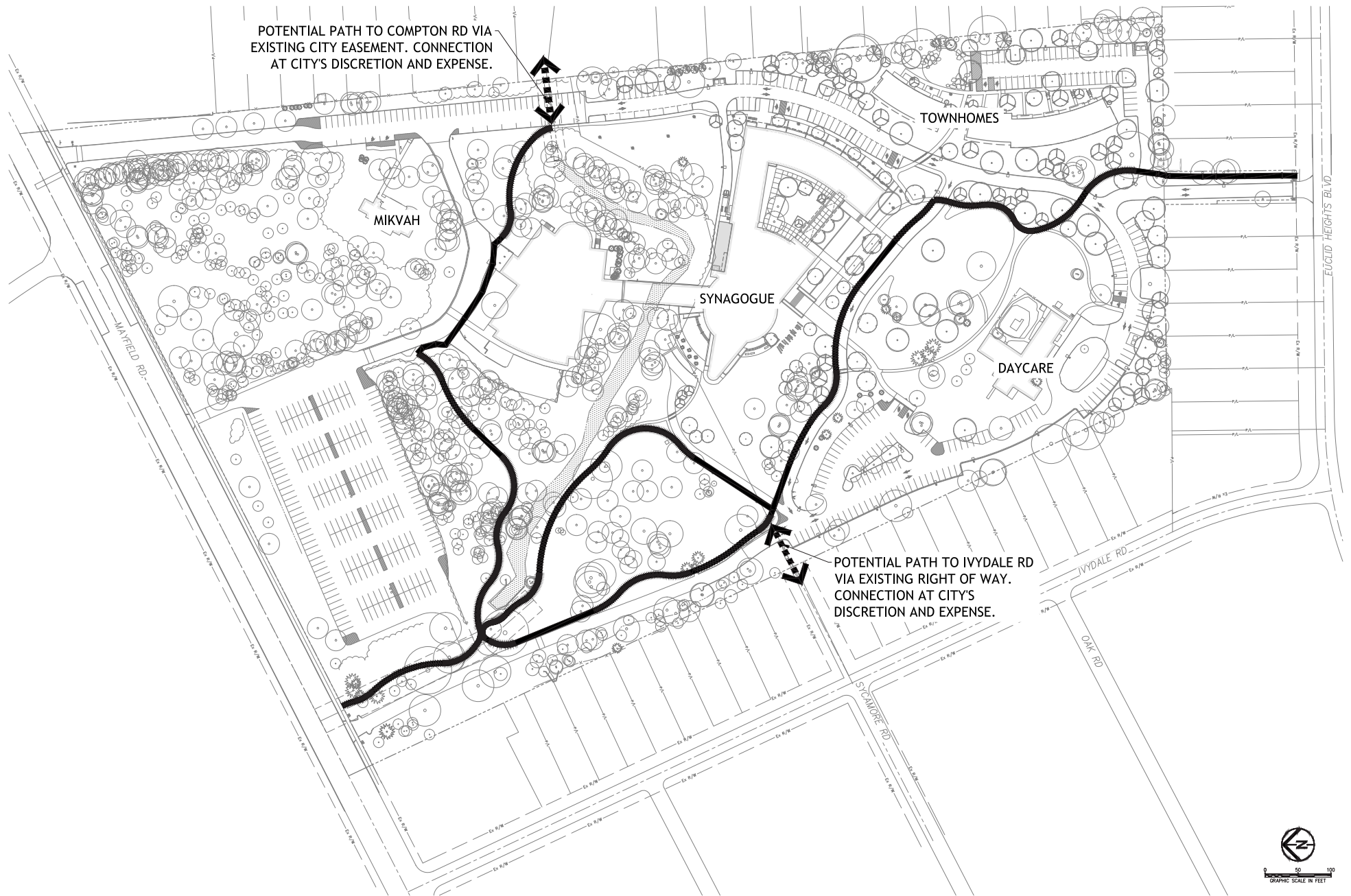


EXHIBIT: PEDESTRIAN ACCESS EASEMENT AREA
 PARK SYNAGOGUE - FRIENDS OF MENDELSON

AUGUST 2025

Proposed: 10/06/2025

ORDINANCE NO. 207-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement with Park Synagogue Borrower, LLC for a commercial development loan in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), to fund improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Park Synagogue Borrower, LLC is a subsidiary of Sustainable Community Associates Ltd., the owner of commercial property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus (the "Property"); and

WHEREAS, Park Synagogue Borrower, LLC and Sustainable Community Associates Ltd. have requested a loan from the City in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), to undertake construction improvements to the Mendelsohn Building for the use of the same as an educational and cultural facility (the "Project") as part of an overall renovation of the Property; and

WHEREAS, the redevelopment of the Property will lead to job creation and the furtherance of economic, educational and cultural opportunities within the City; and

WHEREAS, this Council has determined that loan of funds for the Project and the overall redevelopment of the Property is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to make a loan to Park Synagogue Borrower, LLC in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Loan"). The Loan shall be for a thirty (30) year term, bear interest at a rate of two percent (2%), shall be repaid with interest only payments for the first 10 years of the term and equal payments of principal and interest for the next twenty (20) years of the term (amortized over twenty (20) years), and shall thus be fully repaid at the conclusion of such thirty (30) year term. The Loan shall be secured by a Guaranty Agreement executed by Sustainable Communities Associates Ltd. The Loan shall be substantially in accordance with a draft Loan Agreement, Promissory Note and Guaranty Agreement attached hereto as Exhibits "A", "B" and "C," with such revisions thereto as are not materially adverse to the City, which shall be conclusively evidenced by the execution of the same by the Mayor. The

ORDINANCE NO. 207-2025(PD)

Loan Agreement, Promissory Note and Guaranty Agreement shall be approved as to form by the Director of Law prior to execution.

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

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Property. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

TONY CUDA
Mayor

Exhibit A

See attached.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”) is made and entered into this 1st day of December 2025 (the “Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (“Lender”) and **PARK LANDLORD LLC**, an Ohio limited liability company (“Borrower”).

WHEREAS, Borrower is a single-purpose entity, owned in part by Sustainable Community Associates IX, LLC (“SCA”);

WHEREAS, SCA and/or Borrower is the owner of certain real property located at 3300 Mayfield Road, Cleveland Heights, Ohio 44118, identified as Parcel Nos. 68434015, 68434014 and 68435025 in the Cuyahoga County Records (the “Property”), which is more commonly known as the Park Synagogue Campus and is fully described on **Exhibit A**, attached hereto; and

WHEREAS, SCA and Borrower intend to undertake certain construction improvements to the Property, specifically the renovation and improvement of the Mendelsohn Building (the “Building”) for the use of the same as an educational and cultural facility (the “Project”); and

WHEREAS, to facilitate the Project, Borrower desires to borrow from Lender, and the Lender desires to provide Borrower, a certain loan, in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the “Loan”); and

WHEREAS, Borrower intends to use the proceeds of the Loan, or to further loan or otherwise provide the proceeds of the Loan to SCA, for the purpose of paying the hard construction costs, as defined herein, related to the renovation and improvement of the Building, as further provided herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Loan. Lender hereby loans to Borrower the principal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the “Loan”), which shall be disbursed in accordance with Section 2 of this Agreement.

Borrower shall repay to Lender the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), plus interest at the rate of two percent (2%), which interest shall commence accruing as of the execution of this Loan Agreement. Commencing on January 1, 2026, and continuing until December 1, 2035, Borrower shall pay to Lender equal monthly payments of interest only in the amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00). Thereafter, until the Maturity Date, Borrower shall pay to Lender equal monthly payments of principal and interest, based upon a 20-year amortization schedule, in the amount of Three Thousand Seven Hundred Ninety-Four and 13/100 Dollars (\$3,794.13).

This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee on December 1, 2055, unless earlier provided in the Loan Agreement (“Maturity Date”).

The Loan and Borrower’s obligation to repay the same shall be evidenced by the promissory note in the form attached hereto as **Exhibit B** (the “Note”).

2. **Use of Funds; Disbursement.** The proceeds of the Loan shall be either (i) used by the Borrower to pay the hard construction costs reasonably incurred by Borrower for the renovation and improvement of the Building, or (ii) loaned or otherwise provided by the Borrower to SCA to pay the hard construction costs reasonably incurred by SCA to pay for the renovation and improvement of the Building, consistent with the improvement plans set forth on **Exhibit C**, attached hereto and incorporated herein. For purposes of this Agreement, hard construction costs shall mean the direct expenses associated with materials, labor, equipment and general conditions necessary to undertake the physical renovation or improvement of the structure, systems and finishes of the Building, including, but not limited to, the costs for concrete, steel, wood, roofing, interior finishes, mechanical and electrical systems, plumbing, landscaping, and foundations. Excluded therefrom are soft or indirect costs such as architectural fees, engineering, permits, financing, and legal costs. The proceeds of the Loan shall not be used in any manner other than as set forth in this Section.

Within three (3) business days after the execution of this Agreement, and all other Loan Documents, as defined below, the Lender shall deposit the full principal amount of the Loan into an interest-bearing escrow account at a federally insured financial institution mutually acceptable to both Lender and Borrower. All interest earned on such escrowed funds shall accrue for the benefit of the Borrower and shall be disbursed together with principal in accordance with the terms and conditions set forth in a certain Disbursement Agreement to be executed by Lender and Borrower, among other parties, concurrently with this Agreement (“Disbursement Agreement”). The disbursement of any amounts from the escrow account shall be subject strictly to the Disbursement Agreement, and no funds shall be released except as provided therein. The Disbursement Agreement shall provide that Loan proceeds disbursed from the escrow account shall be disbursed in parity and pro-rata proportion to all other funds held under the Disbursement Agreement for the purposes of paying the hard construction costs for the renovation and improvement of the Building.

3. **Maturity.** This Loan shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Lender on or before October 1, 2055 (“Maturity Date”). This Loan may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder.
4. **Lender Costs and Fees.** There shall be no costs or fees associated with the Loan that will

be owed by Borrower to Lender.

5. Security. Concurrently with the execution and delivery of this Agreement and the Note, Borrower shall cause SCA to execute and deliver to Lender a certain Guaranty Agreement dated of even date herewith (“Guaranty Agreement”) whereby SCA shall guarantee the obligations of Borrower set forth in this Loan Agreement and the Note. Said Guaranty Agreement shall be in the form attached hereto as **Exhibit D**.
6. Default. For purposes of this Agreement and all documents delivered in connection herewith, including the Note, Guaranty Agreement and Disbursement Agreement (collectively, the “Loan Documents”), any one or more of the following shall be considered an “Event of Default”: (i) failure by Borrower to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under this Agreement and the Note, if such nonpayment remains uncured for a period of ten (10) days after Borrower has been given written notice of the same; (ii) a material breach by Borrower of any term, condition, representation, warranty, or covenant contained in this Agreement or the Loan Documents, all subject to applicable notice and cure periods; (iii) failure by SCA to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under the Guaranty Agreement, if such nonpayment remains uncured for a period of ten (10) days after SCA has been given written notice of the same; (iv) a material breach by SCA of any term, condition, representation, warranty, or covenant contained in the Guaranty Agreement, all subject to applicable notice and cure periods; (v) Borrower or SCA shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iv) any proceeding shall be instituted by or against Borrower or SCA, seeking to adjudicate Borrower or SCA bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of Borrower or SCA or the debts of Borrower or SCA under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Borrower or SCA or for any substantial part of the property of Borrower or SCA, and, in the case of any such proceeding instituted against Borrower or SCA such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) days from the date of entry thereof, or Borrower or SCA shall take any action to authorize or effect any of the actions set forth above in this Section. Borrower shall reimburse Lender for any costs, expenses, legal fees, and other out-of-pocket costs incurred by Lender as a result of, or in connection with, an Event of Default, including any litigation to enforce this Agreement and/or the Note.

Any Event of Default hereunder shall also afford the Lender any additional remedies set forth in the Loan Documents.

7. Conditions to Loan. This Agreement and Lender’s obligation to make the Loan to Borrower hereunder shall become effective once the following conditions precedent shall

have been satisfied in a manner satisfactory to Lender):

- a. Representations and Warranties; No Default. The following statements shall be true and correct: (i) the representations and warranties of Borrower contained in this Agreement and in each other Loan Document and certificate or other writing delivered to Lender on or before the Effective Date are true and correct on and as of the Effective Date; and (ii) on the Effective Date, no Event of Default has occurred and is continuing under this Agreement.
 - b. Legality. The obligations of Lender under this Agreement shall not contravene any law, rule or regulation applicable to Lender.
 - c. Delivery of Documents. The Loan Documents are executed by the Borrower and received by the Lender, or, in the case of the Guaranty Agreement, are executed by SCA and received by the Lender.
 - d. Proceedings; Receipt of Documents. All proceedings in connection with the transactions contemplated by this Agreement, and all documents incidental thereto, shall be reasonably satisfactory to Lender, and Lender shall have received all such information and such counterpart originals or certified or other copies of such documents as Lender may reasonably request.
 - e. Material Adverse Effect. Since the Effective Date, there has not been a “Material Adverse Effect,” defined as a material adverse effect on any of (a) the assets, properties or financial condition of the Borrower or SCA or (b) the legality, validity or enforceability of this Agreement or any of the other Loan Documents or (c) the aggregate rights and remedies of the Lender under this Agreement or any of the other Loan Documents.
8. Representations and Warranties of Borrower. Borrower represents and warrants to Lender as follows:
- a. Capacity. Borrower has the legal capacity and is authorized to execute, deliver and perform this Agreement and each other Loan Document to which Borrower is a party.
 - b. No Violation. The execution, delivery and performance by Borrower of each Loan Document to which Borrower is a party (i) do not and will not contravene any law or any contractual restriction binding on or otherwise affecting Borrower, or any of the properties of Borrower, and (ii) do not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the properties of Borrower, other than the security interests created by the Loan Documents.

- c. Approvals. Except for the approval by the members of the Borrower, and, if applicable, the board of directors of the Borrower, which has been given, no other authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, and no consent of any other person or entity, is required for the due execution, delivery and performance by Borrower of any Loan Document to which Borrower is or will be a party.
- d. Enforceability of Loan Documents. Each Loan Document to which Borrower is a party constitutes, and each Loan Document to which Borrower will be a party, when delivered hereunder, will constitute, a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless whether considered in a proceeding in equity or at law.
- e. Litigation. There is no pending or, to the actual knowledge of Borrower, threatened action, suit or proceeding affecting Borrower before any court or other governmental authority or any arbitrator, which (i) if adversely determined, is reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of any transaction contemplated hereby.
- f. Compliance with Law. Borrower is not in violation of any law or any term of any material agreement or instrument binding on or otherwise affecting Borrower or any of the properties of Borrower, the violation of which could reasonably be expected to have a Material Adverse Effect.
- g. Taxes. All taxes and assessments imposed upon Borrower or any property of Borrower and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.
- h. Full Disclosure. Neither this Agreement nor any Loan Document to which Borrower is a party contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained herein or therein not misleading in any material respect in light of the circumstances under which they were made. There is no fact known to Borrower that materially adversely affects the financial condition of Borrower, or that otherwise is reasonably likely to have a Material Adverse Effect, that has not been disclosed to

Lender in writing prior to the Effective Date.

9. Affirmative Covenants. So long as any principal of or interest on the Loan or any other obligations (whether or not due) shall remain unpaid or Lender shall have any commitment hereunder, Borrower will, unless Lender shall otherwise consent in writing:
- a. Reporting Requirements. Furnish to Lender:
 - i. promptly after the commencement thereof but in any event not later than five (5) business days after service of process with respect thereto on, or the obtaining of knowledge thereof by, Borrower, notice of each action, suit or proceeding at law, in equity, in arbitration or before any other governmental authority or other regulatory body or arbitrator that could reasonably be expected to have a Material Adverse Effect;
 - ii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of an Event of Default under this Agreement, which notice shall contain a brief description of the nature of such Event of Default and any action with respect thereto taken or contemplated to be taken by Borrower;
 - iii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of either any default or event of default under any other agreement related to the Project, which notice shall contain a brief description of the nature of such default or event of default and any action with respect thereto taken or contemplated to be taken by Borrower; and
 - iv. promptly upon request, such other information concerning the financial condition of Borrower as Lender from time to time may reasonably request.
 - b. Compliance with Laws. Comply in all respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon Borrower or upon any of Borrower's properties and (ii) paying all lawful claims which if unpaid might become a lien or charge upon any of Borrower's properties, except in each case to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof, unless the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

- c. Further Assurances. Do, execute, acknowledge and deliver, at the sole cost and expense of Borrower (provided such costs and expenses are reasonable and customary), all such further acts and assurances as Lender may reasonably require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Agreement, any Loan Document or any other instrument under which Borrower may be or may hereafter become bound to effect the intention or facilitate the performance of the terms of this Agreement.
10. Non-Discrimination. The Borrower employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Loan Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, state and local non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.
11. Changes to Agreements. This Agreement may only be amended or modified in writing with the execution of both parties hereto.
12. No Partnership or Agency. Except as explicitly set forth in this Agreement or any instrument delivered in connection herewith, nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between or among the parties, and no party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever.
13. Notices. Any notice required or permitted under this Agreement shall be deemed to be sufficiently given when sent by personal delivery or via registered or certified mail, postage prepaid, or delivered by overnight courier service to the following addresses:

If to Borrower: Park Landlord LLC
 2306 West 17th Street
 Suite 6
 Cleveland, Ohio 44113
 Attn:

With a copy to: Thompson Hine LLP
 3900 Key Center
 127 Public Square
 Cleveland, Ohio 44114
 Attn: Alan S. Ritchie

If to Lender: City of Cleveland Heights, Ohio

40 Severance Cir.
Cleveland Heights, OH 44118
Attn: Mayor

With a copy to: Roetzel and Andress
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114
Attn: William R. Hanna

Notices served by certified mail shall be effective on the fifth business day after the date of mailing. Notice served by commercial overnight delivery shall be effective on the next business day following deposit with the overnight delivery company.

14. Authority of Borrower. Borrower represents and warrants to Lender that it is duly authorized to execute this Agreement and enter into the transaction contemplated herein.
15. Choice of Law; Jurisdiction; Venue. This Agreement will be construed under Ohio law without regard to the principles of the conflicts of laws. The parties agree that any dispute may be litigated only in state or federal courts situated in Cuyahoga County, Ohio. The parties agree to submit to personal jurisdiction in such courts and waive all questions of jurisdiction and venue with respect thereto.
16. Assignment. No party may assign its rights under this Agreement without the prior written consent of all parties hereto.
17. Entire Agreement. This Agreement and the Loan Documents and other agreements, documents and instruments delivered in connection herewith constitute the entire and sole agreement between the parties with respect to the Loan, it being agreed that there are no outside conditions, warranties, or agreements.
18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.
19. Waiver; Remedies. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any

other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights and remedies of Lender under any Loan Document against any party thereto are not conditional or contingent on any attempt by Lender to exercise any of its rights and remedies under any other Loan Document against such party or against any other person or entity.

20. Severability. In case one or more of the provisions contained herein shall for any reason be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal provisions had not been contained herein or if it is equitable under the circumstances, such unenforceable, invalid, or illegal provisions shall be reformed, amended, and/or construed so as to be enforceable, valid, and legal.
21. Exhibits. Any and all exhibits attached to this Agreement are incorporated herein by this reference.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the Effective Date.

LENDER:
CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio
municipal corporation

By: _____
Tony Cuda, Mayor

Approved as to legal form and correctness:

William R. Hanna, Director of Law

BORROWER:
PARK LANDLORD LLC, an Ohio limited liability
company

By: _____

Name: _____

Its: _____

FISCAL OFFICER’S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2025 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Cleveland Heights, Ohio

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 3300 Mayfield Road, Cleveland Heights, Ohio 44118
Permanent Parcel Numbers 68434015, 68434014 and 68435025

[To be inserted.]

EXHIBIT B

NOTE

See attached.

EXHIBIT C
IMPROVEMENT PLANS

See attached.

EXHIBIT D
GUARANTY AGREEMENT

See attached.

**LEGAL DESCRIPTION
OF
PARCEL "A"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 409.77 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 05°53'38" East and passing through a 5/8" iron pin found (0.17 feet north and 0.17 feet east) on the southerly right of way of Mayfield Road being the northwesterly corner of Sublot No. 35 of the Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records at 42.91 feet, a total distance of 1093.62 feet to a 5/8" iron pin set;

Thence North 80°35'58" West, 245.00 feet to a 5/8"x30" iron pin set;

Thence North 19°18'47" West, 125.93 feet to a 5/8"x30" iron pin set;

Thence North 53°52'52" West, 62.00 feet to the easterly building line of an existing building;

Thence North 85°59'44" West, 69.00 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 81°57'20" West, 52.80 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 77°57'20" West, 150.00 feet to a Mag nail set in an asphalt walk;



Thence South $64^{\circ}47'07''$ West, 27.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $25^{\circ}12'53''$ West and passing through a $5/8''$ iron pin set on the southerly right of way of said Mayfield Road at 244.98 feet, a total distance of 285.00 feet to the centerline of Mayfield Road;

Thence North $62^{\circ}53'46''$ East along the centerline of Mayfield Road, 995.42 feet to the **Principal Place of Beginning**, containing 13.3785 acres of land of which 0.9076 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All $5/8'' \times 30''$ iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North $62^{\circ}53'46''$ East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "B"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South $62^{\circ}53'46''$ West along the centerline of Mayfield Road, 1,405.19 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South $25^{\circ}12'53''$ East and passing through a 5/8" iron pin set on the southerly right of way of said Mayfield Road at 40.02 feet, a total distance of 285.00 feet to a 5/8"x30" iron pin set;

Thence North $64^{\circ}47'07''$ East, 27.00 feet to a Mag nail set;

Thence South $77^{\circ}57'20''$ East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South $56^{\circ}54'00''$ East, 150.00 feet to a 5/8"x30" iron pin set;

Thence North $81^{\circ}57'20''$ East, 52.80 feet to a 5/8"x30" iron pin set;

Thence South $56^{\circ}54'00''$ East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South $85^{\circ}59'44''$ East, 69.00 feet to the existing building line of an existing building;

Thence South $53^{\circ}52'52''$ East, 62.00 feet to a 5/8"x30" iron pin set;

Thence South $19^{\circ}18'47''$ East, 125.93 feet to a 5/8"x30" iron pin set;

Thence South $80^{\circ}35'58''$ East, 174.82 feet to a 5/8"x30" iron pin set at a point of curvature;



Thence along a curve deflecting to the right, 229.46 feet, said curve having a radius of 333.89 feet, delta of 39°22'31" and a chord that bears South 18°22'17" West, 224.97 feet to a 5/8" iron pin set;

Thence South 39°31'04" West, 218.47 feet to a 5/8"x30" iron pin set;

Thence North 50°34'25" West, 519.79 feet to a 5/8"x30" iron pin set;

Thence South 62°57'03" West, 100.00 feet to a 5/8"x30" iron pin set at the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North 25°12'53" West along the easterly right of way of Sycamore Road and the easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records and passing through a 5/8" iron pin found (0.27 feet south and 0.16 feet west) on the southerly right of way of said Mayfield Road at 705.73, a total distance of 745.75 feet to the centerline of Mayfield Road;

Thence North 62°53'46" East along the centerline of Mayfield Road, 100.00 feet to the **Principal Place of Beginning**, containing 8.1069 acres of land of which 0.0918 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "C"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-35-001 AND P.P.N. 684-35-022**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 part of Sublot No. 5, in Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records and further bounded and described as follows:

Beginning at a 5/8" iron pipe in a monument box found on the centerline of Compton Road (50 feet wide), being North 00°36'34" West, 240.00 feet from the centerline of Euclid Heights Boulevard (80 feet wide) as dedicated in Volume 37, Page 14 of Cuyahoga County Map Records;

Thence South 89°20'30" West and passing through the westerly right of way of Compton Road at 25.02 feet and being the southerly line of Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records and the northerly line of The Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records, a total distance of 288.34 feet to a pointed stone monument found and being the **Principal Place of Beginning** of the premises herein described;

Thence South 89°20'30" West continuing along the northerly line of The Minor Heights Subdivision No. 1, 236.68 feet to a 5/8" iron pin found and capped (D.G. Bohning) at the northwesterly corner of Sublot No. 6;

Thence South 00°36'34" East along the westerly line of Sublot No. 6, 200.26 feet to a 5/8" iron pin found and capped (D.G. Bohning) (0.09 feet south and 0.05 feet west) on the northerly right of way of said Euclid Heights Boulevard;

Thence South 89°18'49" West along the northerly right of way of Euclid Heights Boulevard, 45.00 feet to a drill hole found (0.15 feet south and 0.04 feet west) at the southeasterly corner of land conveyed to Brooke Siggers (P.P.N. 684-35-020) by the deed dated July 6, 2023 and recorded in AFN 202307060183 of Cuyahoga County Records;



Thence North $00^{\circ}36'34''$ West along the easterly line of land so conveyed to Brooke Siggers, 120.00 feet to a $5/8''$ iron pin found (0.24 feet south and 0.08 feet east);

Thence South $89^{\circ}18'49''$ West along a northerly line of land so conveyed to Brooke Siggers, 5.00 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.17 feet south and 0.28 feet east);

Thence North $00^{\circ}36'34''$ West continuing along the easterly line of land so conveyed to Brooke Siggers, 80.28 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.02 feet south and 0.07 feet west);

Thence South $89^{\circ}20'30''$ West along the northerly line of land so conveyed to Brooke Siggers and the northerly line of said The Minor Heights Subdivision No. 1, 282.86 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) on a easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records;

Thence North $25^{\circ}12'53''$ West along The Shaker Heights Improvement Company's Subdivision No. 7, 626.62 feet to the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North $62^{\circ}57'03''$ East, 100.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence South $50^{\circ}34'25''$ East, 519.79 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $39^{\circ}31'04''$ East, 218.47 feet to a $5/8'' \times 30''$ iron pin set at a point of curvature;

Thence along a curve deflecting to the left, 229.46 feet, said curve having a radius of 333.89 feet, delta of $39^{\circ}22'31''$ and a chord that bears North $18^{\circ}22'17''$ East, 224.97 feet to a Mag nail set;

Thence South $80^{\circ}35'58''$ East, 70.18 feet to a $5/8''$ iron pin set on the westerly line of said Compton Heights Subdivision;

Thence South $05^{\circ}53'38''$ East along the westerly line of Compton Heights Subdivision, 649.75 feet to the **Principal Place of Beginning**, containing 7.3267 acres of land as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.



Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal



COGNOVIT PROMISSORY NOTE

\$750,000.00

Issue Date: December 1, 2025

FOR VALUE RECEIVED, PARK LANDLORD LLC, an Ohio limited liability company (the “Borrower”) promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation (the “Payee”) at its offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118, or at such other place as the Payee may designate in writing, the principal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the “Loan”), plus interest, as set forth herein, but also subject to the credits set forth herein. This Note is secured by a certain Guaranty Agreement (“Guaranty Agreement”) executed of even date herewith by Sustainable Community Associates IX, LLC (“Guarantor”), and by such other collateral as previously may have been or may in the future be granted to the Payee to secure this Note. Capitalized words and terms not otherwise defined in this Note shall have the meaning assigned to them in that certain loan agreement entered into by Borrower and Payee dated as of even date hereof (the “Loan Agreement”).

Payment Terms and Maturity Date. Borrower shall pay to Payee the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000), plus interest at the rate of two percent (2%) per annum from the Issue Date set forth above. Commencing on January 1, 2026, and continuing until December 1, 2035, Borrower shall pay to Payee equal monthly payments of interest only in the amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00). Thereafter, commencing January 1, 2036 until the Maturity Date, Borrower shall pay to Payee equal monthly payments of principal and interest, based upon a 20-year amortization schedule, in the amount of Three Thousand Seven Hundred Ninety-Four and 13/100 Dollars (\$3,794.13).

This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee on December 1, 2055, unless earlier provided in the Loan Agreement (“Maturity Date”).

This Note may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder. Failure to exercise any right contained in this Note by the Payee shall not constitute a waiver of the right to exercise such right in the event of any subsequent default.

2. Events of Default. An “Event of Default” shall exist if any of the following occurs and is continuing:

- (a) Borrower fails to make any payment of principal or interest hereunder or any other payment required hereunder when and as the same becomes due;
- (b) Guarantor fails to make any payment of principal or interest hereunder or any other payment required hereunder and pursuant to the Guaranty Agreement when and as the same becomes due; or

- (c) an “Event of Default” occurs under the Loan Agreement or Guaranty Agreement, as defined therein.

Upon the occurrence of an Event of Default: (i) the outstanding principal balance, together with all accrued interest and any additional amounts payable hereunder or under the Guaranty Agreement shall be immediately due and payable without demand or notice of any kind; and (ii) the Payee may exercise from time to time any of the rights and remedies available under the Loan Agreement, the Guaranty Agreement or under applicable law.

Furthermore, Borrower authorizes any attorney at law to appear in any court of record in the State of Ohio, or any other State or Territory of the United States, after this Promissory Note becomes due during an event of default or upon its maturity, admit the maturity of this Note after the indebtedness evidenced by it becomes due either by lapse of time or by acceleration of maturity as a result of an Event of Default, and waive the issuance and service of process, enter appearance and confess a judgment against Borrower, as applicable, in favor of the Payee or other holder of this Note, for the amount then appearing due, together with costs of suit, including reasonable attorney fees, thereupon to release all errors and waive all rights of appeal and stay of execution. This warrant of attorney to confession of judgment is a separate warrant of attorney with respect to each of the undersigned. This warrant of attorney to confess judgment will remain in full force and effect so long as any portion of the indebtedness evidenced by this Note remains unpaid notwithstanding any judicial determination of the amount due, and any confession of judgment and subsequent vacation thereof will not constitute termination of this warrant of attorney to confess judgment.

3. General Provisions.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given in the manner prescribed in the Loan Agreement.

(b) Delay Not Prejudicial to Payee. No delay or omission on the Payee’s part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Payee’s action or inaction impair any such right or power.

(c) Payee’s Remedies Cumulative. The Payee’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Payee may have under the Loan Agreement, Guaranty Agreement, at law, or in equity, and such remedies may be exercised concurrently, independently, or successively, in any order whatsoever.

(d) No Oral Modification. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Payee.

(e) Payee's Costs and Expenses. The Borrower agrees to pay on demand, to the extent permitted by law, all reasonable costs and expenses incurred by the Payee in the enforcement of its rights in this Note and in any security therefore, including without limitation reasonable out-of-pocket fees and expenses of the Payee's counsel.

(f) Partial Invalidity; Severability. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect.

(g) Waivers. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment, and demand, with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein. The Borrower also waives all defenses based on suretyship or impairment of collateral.

(h) Successors and Assigns Bound. This Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Payee and its successors and assigns.

(i) Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Payee and will be deemed to be made in Cuyahoga County, Ohio. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PAYEE AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.**

(j) No Course of Dealing. No course of dealing on the part of the Payee, and no delay or failure on the part of the Payee to exercise any right shall operate as a waiver of such right or otherwise prejudice the Payee's rights, powers and remedies.

(k) Payments. The Borrower shall pay principal and all other amounts payable hereunder, or under the Loan Agreement, without any deduction whatsoever, including any deduction for any setoff or counterclaim.

The Borrower acknowledges that it has read and understood all the provisions of this Note and has been advised by counsel as necessary or appropriate. The Borrower further acknowledges that it has received a copy of this Note.

THIS NOTE DOES NOT ARISE OUT OF A "CONSUMER LOAN" OR "CONSUMER TRANSACTION" AS DEFINED IN OHIO REVISED CODE SECTION 2323.13 (E).

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WAIVER OF RIGHT TO TRIAL BY JURY

BORROWER ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN BORROWER AND PAYEE, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS NOTE ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS NOTE OR TO ANY OF THE OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE.

THEREFORE, BORROWER VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PAYEE AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN BORROWER AND PAYEE IN CONNECTION WITH THIS NOTE, OR ANY DOCUMENTS EXECUTED OR DELIVERED IN CONNECTION WITH THIS NOTE OR THE TRANSACTIONS RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT TO PAYEE TO ENTER INTO THE LOAN. THIS PROVISION WILL NOT AFFECT, WAIVE, LIMIT, AMEND, OR MODIFY PAYEE'S ABILITY TO PURSUE ITS REMEDIES INCLUDING BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS NOTE, OR THE GUARANTY, OR THE AGREEMENT RELATED TO THIS NOTE.

[Balance of Page Left Intentionally Blank. Signature Page to Follow.]

DISCLOSURE

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CA USE.

The Borrower has executed this Note in Cuyahoga County, Ohio and has executed and delivered this Note as of the day and year first set forth above.

PARK LANDLORD LLC, an Ohio limited liability company

By: _____

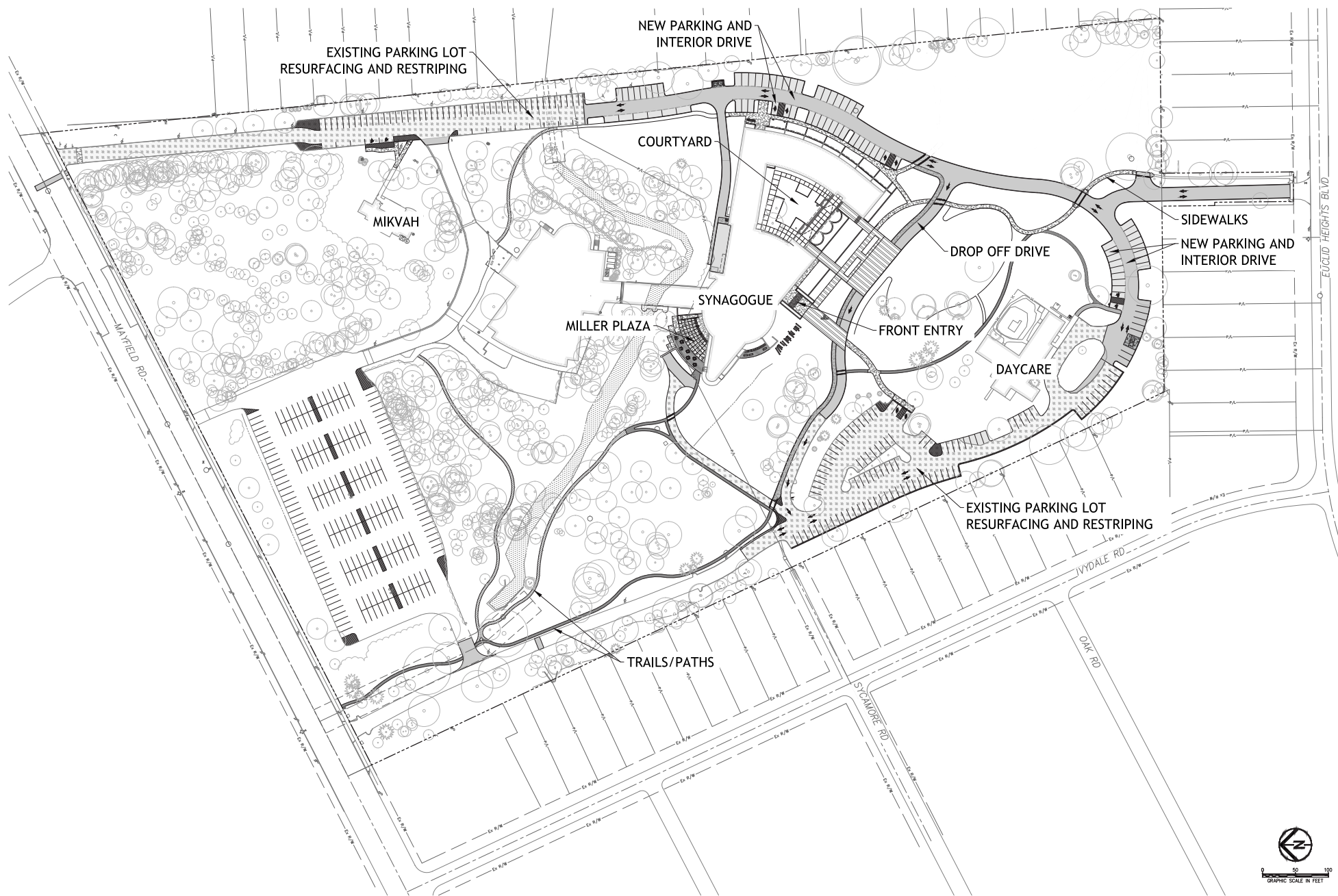
Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Park Landlord LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public



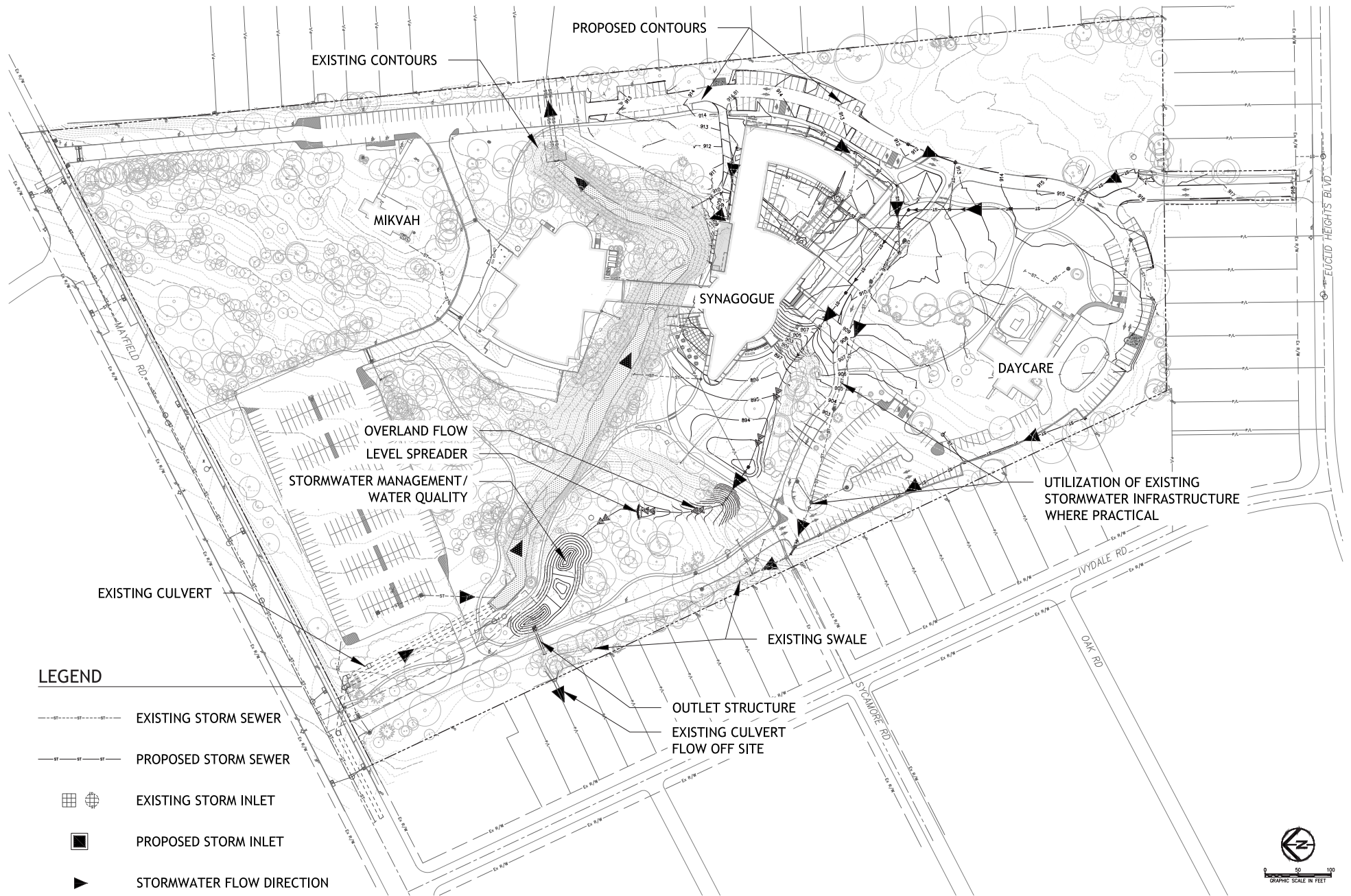
TRAILS, PATHS & HARDSCAPE IMPROVEMENTS **PARK SYNAGOGUE - FRIENDS OF MENDELSON**

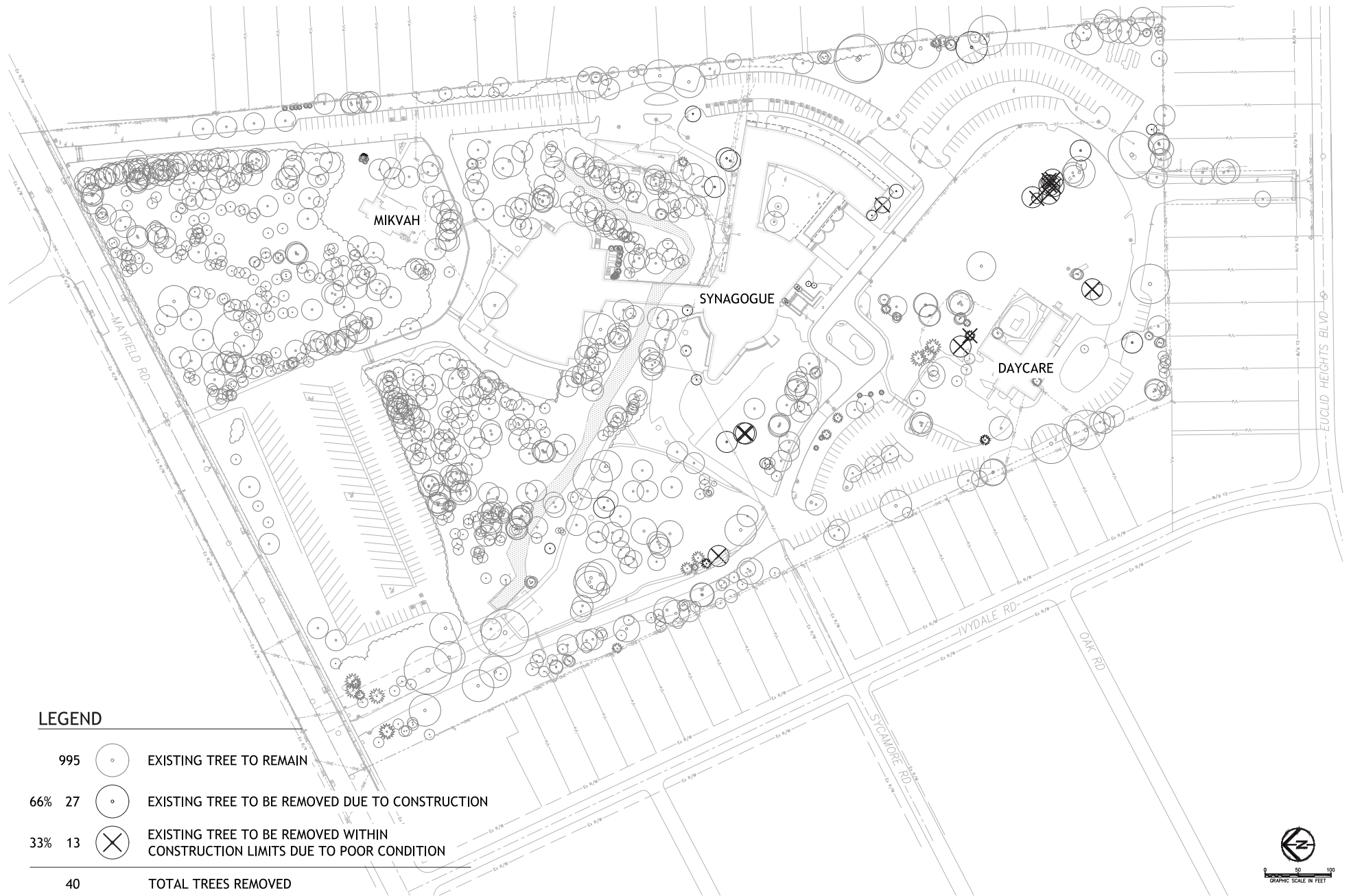
EXHIBIT B
1 OF 6
AUGUST 2025



SITE LIGHTING PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
2 OF 6
AUGUST 2025

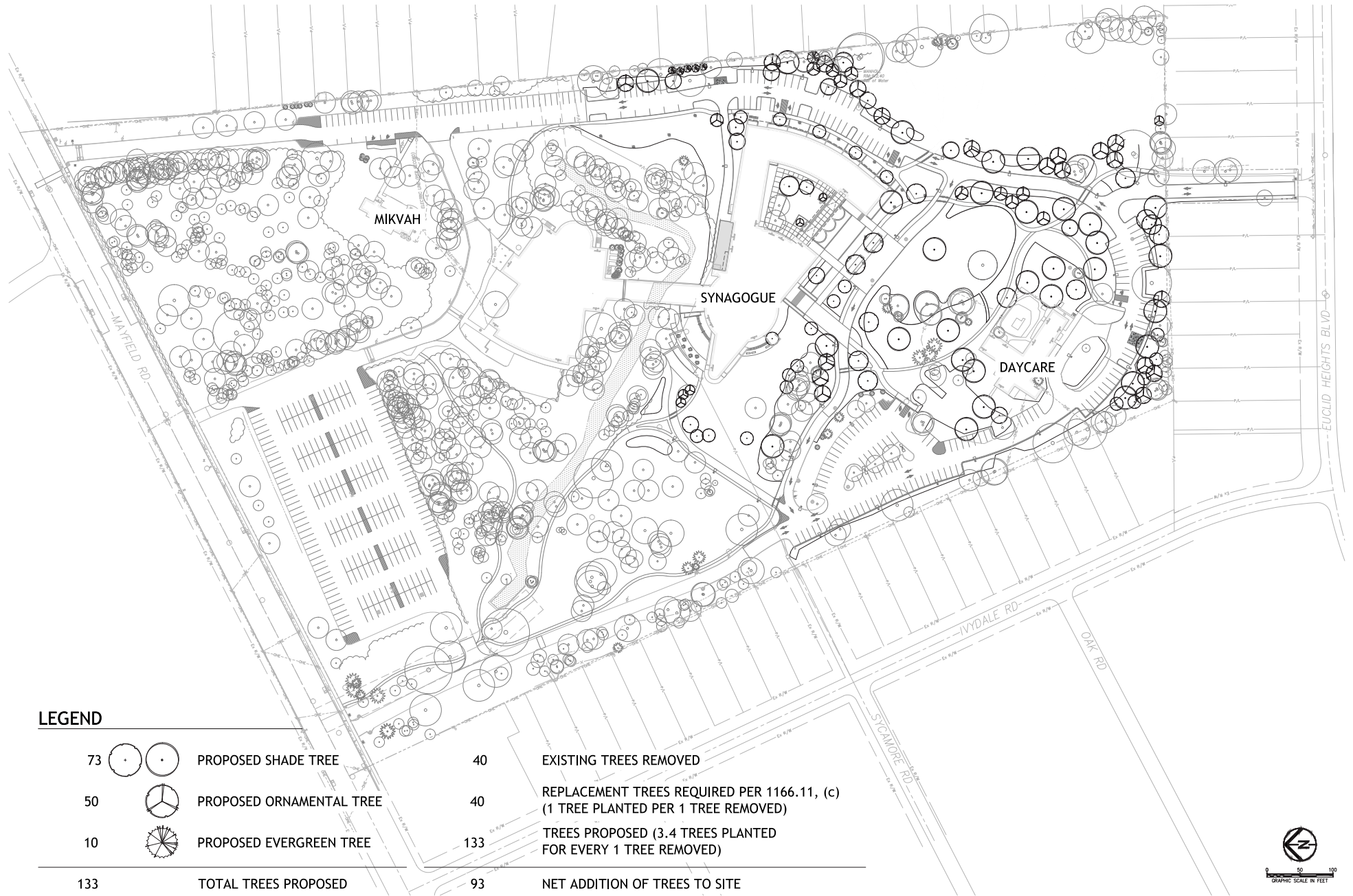




TREE PRESERVATION: REMOVALS

PARK SYNAGOGUE - FRIENDS OF MENDELSON

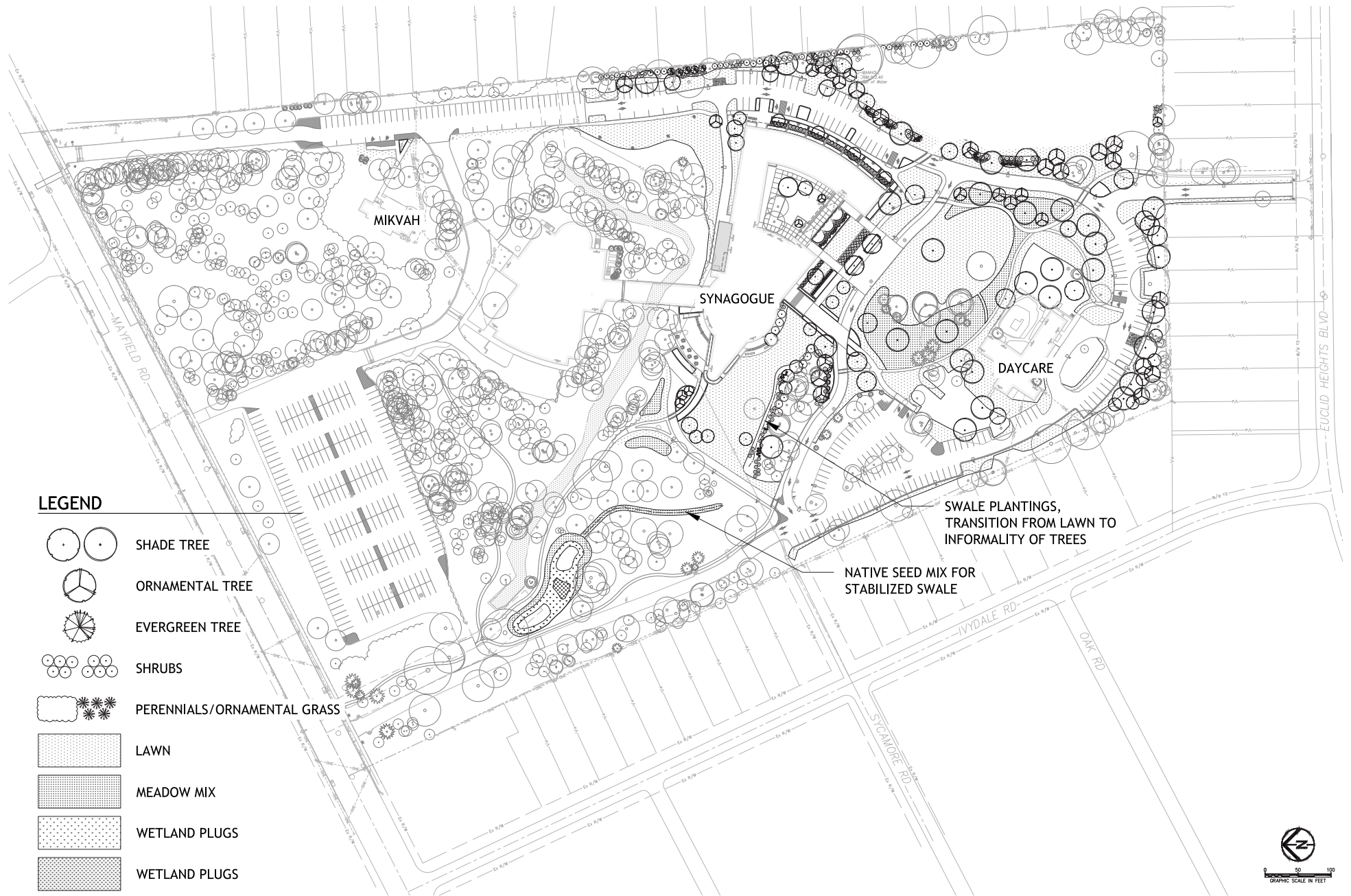
EXHIBIT B
4 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION

PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
5 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION & LANDSCAPING PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
6 OF 6
AUGUST 2025

GUARANTY AGREEMENT

THIS GUARANTY ("Guaranty") is made and issued this 1st day of December, 2025, by SUSTAINABLE COMMUNITY ASSOCIATES IX, LLC, an Ohio limited liability company ("Guarantor"), in order to induce the CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation and political subdivision ("City"), to enter into and lend money to PARK LANDLORD LLC, an Ohio limited liability company, (the "Borrower") under a certain loan agreement dated of even date herewith between the City and Borrower, ("Loan Agreement"). Reference is made to the Loan Agreement for a description of the transaction of which this Guaranty is a part. All capitalized terms not specifically defined in this Guaranty will have the meanings given them in the Loan Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is acknowledged by the Guarantor, the Guarantor, for itself, its successors and assigns unconditionally, absolutely, promises and guarantees: (i) the punctual and full payment of the principal and interest on the Loan, that was made by the City to Borrower under the Loan Agreement as well as other amounts payable by Borrower as set forth or referred to in the Loan Agreement for the entire term of the Loan, as the same may be extended by the City and Borrower, and (ii) the prompt observance and performance by the Borrower of all of the covenants, agreements, and other provisions in and arising out of the Loan Agreement on its part to be observed and performed for the entire term of the Loan, as the same may be extended by the City and Borrower (collectively, the "Obligations").

The Guarantor grants to the City, at the City's discretion, with or without additional consideration, without prejudice to the rights of the City under this Guaranty and without the necessity of obtaining further consent from or giving notice to the Guarantor, the right to deal in any manner with the Borrower under the Loan Agreement or the Note, both of which may be amended from time to time, signed by Borrower and dated of event date herewith, or any security at any time held for the payment of the Note or for the performance of the other obligations guaranteed by this Guaranty.

Guarantor waives notice of any and all acceptances of this Guaranty. Guarantor further agrees that the Guaranty may not be discharged or affected by the fact that the Loan Agreement or the Note or any provision of them may be held to be invalid, illegal, or unenforceable for any reason. This Guaranty will remain in full force and effect notwithstanding any legal, contractual, or other restriction, limitation, or bar to the City's proceeding against the Borrower or its properties and assets.

This Guaranty will be liberally construed in favor of the City. Guarantor intends that this Guaranty be absolute, continuing, and unconditional in any and all circumstances and that this Guaranty may only be discharged by the complete payment by the Borrower (or Guarantor) of all debts, liabilities, and obligations of the Borrower guaranteed by this Guaranty and completion of the Project.

The City's rights will be reinstated and revived, and this Guaranty will be fully enforceable, with respect to any amount at any time paid on account of the obligations that later are required to be restored or returned by the City as a result of the bankruptcy, insolvency, or reorganization of Borrower, Guarantor, or other person, or as a result of any other fact or circumstance, all as though the amount had not been paid.

The Guarantor specifically waives any claims or rights to require payment of the Note by the Borrower, or to require any action or proceeding by the City against the Borrower on the Note, the Loan Agreement, or with respect to payment of any of the Obligations; or to require the City to exhaust any and all remedies against the Borrower, Guarantor, or any other person guaranteeing the Note, or any security held by or for the City, before proceeding against the Guarantor on this Guaranty.

The Guarantor will have no right of reimbursement, subrogation, contribution, exoneration, indemnification, set off, or any right to participate in any claim or remedy of City against the Borrower with respect to, or as a result of payment in full from the Borrower; and the Guarantor waives, releases, and discharges any right of exoneration that the Guarantor may have with respect to the Borrower (or the Guarantor) of all debts, liabilities, and obligations owing from Borrower to the City.

The Guarantor waives acceptance and notice of acceptance of this Guaranty. The Guarantor further waives presentment and demand of payment, protest, and notice of dishonor and protest, or other notice of any and all Obligations upon the Guarantor or the Borrower with respect to the Note or this Guaranty, as the case may be. The Guarantor also waives promptness in commencing suit and/or in giving any notice to or in making any claim or demand upon the Borrower or the Guarantor, and agrees that no action or omission of any kind on the part of the City will in any event affect or impair this Guaranty. Moreover, Guarantor waives notice of sale or other disposition of any collateral or security now held or later acquired by City.

Guarantor agrees that the City may, without notice to or further consent from Guarantor, release or modify any collateral, security, or other guaranties now held or later acquired, or substitute other collateral, security, or other guaranties, and no such action will release, discharge, or modify the duties of Guarantor under this Guaranty.

The City's delay in the exercise of any right or remedy will not operate as a waiver, and no final or partial exercise by the City of any right or remedy will preclude other or further exercises of the right or remedy or the exercises of any other right or remedy.

The Guarantor authorizes any attorney at law to appear in any court of record of the State of Ohio, or any other state in the United States at any time after this Guaranty becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the City against the undersigned, for the amount of principal and interest then appearing due upon this Guaranty, together with costs of suit, and to release all errors and waive all right of appeal.

If any Obligation of Borrower is assigned by City, this Guaranty will inure to the benefit of City's assignee, and to the benefit of any subsequent assignee, to the extent of the assignment or assignments, providing that no assignment will operate to relieve Guarantors, or any of them, from any duty to City under this Guaranty with respect to any unassigned obligation. In the event that any one or more provisions contained in this Guaranty or any application of them is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remainder provisions continue and any other application of them will not in any way be affected or impaired.

If any part of this Guaranty should happen to violate an applicable law, all other parts of this Guaranty will be unaffected. This Guaranty will be construed and enforced in accordance with the laws of the State of Ohio and venue for any legal proceedings concerning this Guaranty shall be the Cuyahoga County Court of Common Pleas.

THIS GUARANTY DOES NOT ARISE OUT OF A "CONSUMER LOAN" OR "CONSUMER TRANSACTION" AS DEFINED IN OHIO REVISED CODE SECTION 2323.13 (E).

[Balance of Page Left Intentionally Blank.]

WAIVER OF RIGHT TO TRIAL BY JURY

GUARANTOR ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN GUARANTOR AND CITY, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS GUARANTY ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS GUARANTY OR TO ANY OF THE OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

[Balance of Page Left Intentionally Blank; Signature Page to Follow.]

DISCLOSURE

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Guarantor acknowledges that it has read the provisions of this Guaranty and agrees to its terms.

SUSTAINABLE COMMUNITY ASSOCIATES
IX, LLC, an Ohio limited liability company

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Sustainable Community Associates IX, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public



Date: 8.29.25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation related to City-owned properties from RFEIs

Purpose Statement: To authorizing the Mayor to enter into Purchase and Sale Agreements for 46 City-owned vacant lots to Future Heights and 19 City-owned vacant lots to YRM Corp.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow for the timely execution of the Purchase Agreements and transfer of the properties so construction of new homes can begin and be completed sooner.

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: _____ No: X

If not already budgeted for, where will funding come from?

Proposed: 09/02/2025

ORDINANCE NO. 175-2025(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 46 vacant residential lots located within the City to FutureHeights, Inc.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns 46 vacant residential lots located throughout the City, which are more particularly identified on Exhibit A (the "Properties"); and

WHEREAS, the City desires to sell the Properties to FutureHeights, Inc. (the "Purchaser"), for redevelopment; and

WHEREAS, the City intends to sell the Properties to the Purchaser for the amount of \$2,000.00 per lot pursuant to a certain Real Estate Purchase Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Purchase Agreement"); and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Purchase Agreement with the Purchaser for the sale of the Properties.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute the Purchase Agreement and any and all other related documents, and take any other actions necessary, to sell the Properties to the Purchaser. The Purchase Agreement shall be substantially in accordance with the form attached hereto as Exhibit A. The Purchase Price for each lot sold to purchaser shall be \$2,000.00. The Purchase Agreements shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Properties to be sold are no longer needed for municipal purposes.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken 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.

ORDINANCE NO. 175-2025(PD)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Properties and to reduce blight within the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Exhibit A

See attached.

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the "Agreement") is dated as of the ____ day of _____, 2025 (the "Effective Date") between the CITY OF CLEVELAND HEIGHTS, OHIO, htta the CLEVELAND HEIGHTS LAND REUTILIZATION PROGRAM, an Ohio municipal corporation (the "City") of 40 Severance Circle, Cleveland Heights, Ohio 44118 and FUTUREHEIGHTS, INC., an Ohio non-profit corporation (the "Purchaser") of 2450 Fairmount Blvd., Suite M180, Cleveland Heights, OH 44106.

- A. The City owns certain real property consisting of 45 lots of vacant land and identified by the Permanent Parcel Number assigned by the Cuyahoga County Fiscal Officer as set forth on Exhibit A and located within the City of Cleveland Heights, Ohio (the "Property" and each separate lot being referred to as a "Parcel").
- B. The City wishes to sell the Property to Purchaser and the Purchaser wishes to purchase the Property from the City.
- C. The Purchaser agrees that it shall undertake and complete certain improvements on each Parcel within five (5) years of the Closing Date, which shall consist of constructing for sale owner-occupied housing upon each Parcel or combination thereof in compliance with all applicable City Zoning Ordinances and Building Codes, including those specifically set forth in Chapters 1101 to 1337 of the City's Codified Ordinances (the "Improvements").

Now, therefore, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Sale of the Real Estate; Purchase Price

Subject to all of the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell each Parcel to Purchaser for the amount of Two Thousand Dollars (\$2,000.00) (the "Purchase Price"), which shall be paid by the Purchaser in full at Closing for each Parcel.

Section 2. Deed

The City will convey each Parcel by quitclaim deed (the "Deed") on the Closing Date for that Parcel, containing the restrictions and requirements set forth in this Agreement (the "Closing").

On the Closing Date, the Deed shall be promptly filed with the Cuyahoga County Fiscal Officer for recordation in the Records of Cuyahoga County.

Section 3. Closing; Escrow Agent; Title Insurance

The City shall deliver the Deed and possession of each Parcel to Purchaser, and Purchaser shall pay the Purchase Price, on a mutually acceptable date (the "Closing Date"). In establishing the mutually acceptable Closing Date for each Parcel, Purchaser shall notify the City in writing of its proposed Closing Date for that Parcel, which shall be no sooner than fifteen (15) days from the date of the notice, and no later than thirty (30) days from the date of the notice, unless otherwise agreed to by the parties in writing. Thereafter, the City and Purchaser shall cooperate with one another to effectuate the Closing for the Parcel on the Closing Date, with such extensions as reasonably necessary or agreed to by the City and Purchaser.

This Agreement shall remain in effect, and the terms contained herein shall apply to each Parcel, until such time as the Closing occurs for the sale of each Parcel subject hereto. In the event the Closing does not occur for any Parcel subject to this Agreement by the three-year anniversary of the Effective Date and neither Purchaser nor an Authorized Assignee (as defined in Section 10) has initiated any City bona-fide and codified approval process for any Parcel, then this Agreement shall terminate and be of no force and effect to any remaining Parcels and Purchaser shall have no further right to those remaining Parcels.

Purchaser shall be entitled to possession of each Parcel on the Closing Date for that Parcel. The risk of loss for each Parcel shall pass to Purchaser on the Closing Date for that Parcel.

Purchaser may, in its sole discretion and at its own cost, obtain a title commitment and/or title insurance policy from a title company licensed to do business in Ohio for each Parcel. Should Purchaser not be satisfied with the condition of the title as set forth in the title commitment, Purchaser may, not later than ten (10) days before the Closing Date, terminate this Agreement as it pertains to that Parcel only.

The Closing shall occur at the office of the Law Director of the City, 40 Severance Circle, Cleveland Heights, Ohio 44118. However, in the event the Purchaser elects to obtain a title commitment, then the Closing shall occur at the offices of the title company issuing such title policy, who shall then serve as the as escrow agent ("Escrow Agent") for the Closing. In such event, the parties agree that the Escrow Agent's usual conditions for closing shall be applicable, except as otherwise required to meet the terms of this Agreement.

The Purchaser shall pay the escrow fees, the costs of the recording of the Deed, and any transfer taxes or conveyance fees. The City will pay for the preparation of the Deed. In the event the Closing occurs without an Escrow Agent, Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the City on or before the Closing Date. If the Closing Occurs through the Escrow Agent, then Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the Escrow Agent on or before the Closing Date.

Section 4. Tax and Assessments; Utilities

Utilities, real estate taxes and assessments, general and special, levied against the Property for both the current tax year in which each Closing occurs, as well as any prior tax year that are not paid as of the date of each Closing shall be assumed by the Purchaser upon Closing and payment of the same thereafter shall be the responsibility of the Purchaser, provided, however, that any delinquency that accrues after the Effective Date and before the Closing shall be credited against the Purchase Price at Closing.

Section 5. Inspection; Condition of the Property

Purchaser warrants that Purchaser has had the opportunity to inspect the Property and is purchasing the Property "*as is*" "*where is*" and "*with any and all defects*" whether latent or apparent. Furthermore, Purchaser expressly understands and agrees that tenants, squatters or other occupants may occupy the Property, and that Purchaser, to the extent necessary, will follow any applicable Ohio laws in terminating any lease arrangements or evicting said persons. Notwithstanding the foregoing, upon execution of this Agreement, the City agrees to authorize access to the Property to Purchaser, including Purchaser's consultants and agents, for the purpose of inspecting the physical conditions of the Property. City and Purchaser shall execute an Access Agreement in generally the same form as that attached here as Exhibit B or in a form so chosen by the City's Director of Law.

Section 6. Notice

All notices provided for herein shall be sent by Email or United States Certified Mail, return receipt requested, to the City and Purchaser at the addresses set forth above. Notice to the City shall be provided to the Law Director and the Planning and Development Director. Either party shall have the right to designate a new address for the receipt of notices by providing notice under this Section 6.

Section 7. Default

In the event City defaults in its obligations under this Agreement, Purchaser may terminate this Agreement upon notice to the City, or Purchaser shall have the right to compel and/or enjoin the City to specifically perform this Agreement, as its sole remedies. In the event Purchaser defaults in its obligations under this Agreement, City may terminate this Agreement upon notice to the Purchaser.

Section 8. Improvements; Revesting

Purchaser understands and agrees that the City is selling the Property to the Purchaser for the express purpose of Purchaser undertaking and completing the Improvements to each Parcel of the Property. As such, Purchaser expressly agrees that it shall undertake and complete the Improvements for each Parcel no later than the end of the fifth (5th) year following the Closing Date for that Parcel. If Purchaser fails to undertake and complete the Improvements for each Parcel by said date, the City shall have the right to reenter and take possession of that Parcel and to terminate and revest in City the estate conveyed by the Deed to Purchaser. Beginning on the Effective Date, Purchaser may market and promote the Property including but not limited to promotion via social media, website, print collateral, articles, newsletters, neighborhood meetings, and signage.

To secure Purchaser's obligation to undertake and complete the Improvements by said date, the Deed for each Parcel shall contain a condition subsequent to the effect that in the event Purchaser fails to undertake and complete the Improvements within five (5) years of the Closing Date for that Parcel, that the City may, at its option, declare the Purchaser to be in default of its obligation to undertake and complete the Improvements on that Parcel, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel. Such condition shall expressly state that it shall continue to bind any successor in interest to Purchaser, including, specifically, Rebuild Cleveland LLC.

Section 9. Subsequent Sale; Reversion

Furthermore, the Purchaser shall only sell or otherwise convey each Parcel within five (5) years of the Closing Date for that Parcel to an owner-occupant of the Parcel, except that Purchaser may sell or otherwise convey that Parcel to Rebuild Cleveland LLC. The Deed for each Parcel shall contain a condition that in the event Purchaser, or Rebuild Cleveland LLC, in the event of a sale or transfer of that Parcel from Purchaser to Rebuild Cleveland LLC, sells or otherwise conveys that Parcel within five (5) years of the Closing Date to any person(s) other than an owner-occupant of that Parcel, that the City may, at its option, declare the Purchaser to be in default of the obligation set forth in this paragraph, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 10. Assignment

Neither party may assign this Agreement without the written consent of the other party, which shall not be unreasonably withheld. Purchaser may assign this agreement to an Authorized Assignee upon providing written notice to City no fewer than Fifteen (15) days prior to assignment. For purposes of this Agreement, Rebuild Cleveland LLC is the only Authorized Assignee. For the avoidance of doubt, in the event of an assignment, all obligations of Purchaser under this Agreement shall transfer to Authorized Assignee, including specifically the obligations set forth in Sections 8 and 9, above.

Section 11. Waiver

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No modification of this Agreement shall be binding unless in writing and signed by the party against whom sought to be enforced.

Section 12. Litigation Notice

Purchaser shall give the City prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the right of Purchaser to carry on its business or would materially and adversely affect its business, operations, properties, assets or condition.

Section 13. Force Majeure

Except as otherwise provided, neither party will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond its control and without its fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, pandemics, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material men due to any of those causes, but not including lack of financing or financial capacity of Purchaser.

Section 14. Entire Agreement

This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

Section 15. Binding Effect

This Agreement and the various rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Section 16. Captions

The captions in this Agreement are for convenience only and shall not be considered a part of interpretation of any provision of this Agreement.

Section 17. Severability

This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, it will not affect the validity of all other provisions of this Agreement.

Section 18. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to conflict of law provisions. The parties agree that any claim or dispute must be resolved by a state or municipal court located in Cuyahoga County, Ohio and the parties agree to submit to the personal jurisdiction of those courts for the purpose of litigating all such claims or disputes.

Section 19. Provisions Not Merged with the Deed

No provision of this Agreement is intended to or may be merged by reason of the Deed or any subsequent deeds, and neither the Deed nor any subsequent deed may be deemed to affect or impair the provisions and covenants of this Agreement.

Section 20. City Representatives Not Individually Liable

No member, official, or employee of the City may be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by those duly authorized on the day and year first above written.

CITY OF CLEVELAND HEIGHTS, OHIO, httpa
the CLEVELAND HEIGHTS LAND
REUTILIZATION PROGRAM

Kahlil Seren, Mayor

PURCHASER:

FUTUREHEIGHTS, INC.

By: _____

Name: _____

Its: _____

EXHIBIT A

LIST OF THE PARCELS COMPRISING THE PROPERTY

Number	Street	PPN	Zoning
3281	Altamont	684-31-073	1FAMILY DET <10000
3403	Altamont	684-29-104	TWO FAMILY
3411	Altamont	684-29-102	TWO FAMILY
3432	Altamont	684-29-089	TWO FAMILY
3444	Altamont	684-29-092	TWO FAMILY
3344	Beechwood	684-28-041	1FAMILY DET <10000
0	Beechwood	684-28-042	1FAMILY DET <10000
3402	Berkeley	684-26-067	1FAMILY DET <10000
3266	Desota	684-31-039	TWO FAMILY
3286	Desota	684-31-034	TWO FAMILY
3294	Desota	684-31-032	TWO FAMILY
3320	Desota	684-28-102	TWO FAMILY
3324	Desota	684-28-103	TWO FAMILY
3328	Desota	684-28-104	TWO FAMILY
3332	Desota	684-28-105	TWO FAMILY
3354	Desota	684-28-109	TWO FAMILY
3396	Desota	684-29-051	TWO FAMILY
3420	Desota	684-29-056	TWO FAMILY
3317	Desota	684-28-094	TWO FAMILY
3321	Desota	684-28-092	TWO FAMILY
3413	Desota	684-29-069	TWO FAMILY
3417	Desota	684-29-068	TWO FAMILY
3421	Desota	684-29-067	TWO FAMILY
3427	Desota	684-29-066	TWO FAMILY
1689	Lee	684-33-026	1FAMILY DET <10000
14514	Superior	684-25-059	1FAMILY DET <10000
3227	Redwood	684-25-034	1FAMILY DET <10000
3250	E. Overlook	687-01-081	1FAMILY DET <10000
3300	E. Overlook	687-01-069	1FAMILY DET <10000
2091	Goodnor	687-05-020	1FAMILY DET <10000
2107	Goodnor	687-05-024	1FAMILY DET <10000
2103	Goodnor	687-05-023	1FAMILY DET <10000
3190	Whitethorn	684-32-049	1FAMILY DET <10000
3160	Whitethorn	684-32-056	1FAMILY DET <10000
3223	Sycamore	684-32-037	TWO FAMILY
3211	Sycamore	684-32-035	TWO FAMILY
3206	Sycamore	684-33-008	TWO FAMILY
3212	Sycamore	684-33-007	TWO FAMILY
0	Ivydale	684-33-072	TWO FAMILY
1687	Colonial	684-33-064	MED DEN APT
3205	Euclid Hts	684-30-009	MED DEN APT
0	Euclid Hts	684-30-008	MED DEN APT
0	Lee	684-30-040	MED DEN APT
1837	Lee	684-24-051	1FAMILY DET <10000
1841	Lee	684-24-050	1FAMILY DET <10000

EXHIBIT B

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is made by and between the CITY OF CLEVELAND HEIGHTS, OHIO, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio (the "City") and FUTUREHEIGHTS, INC., an Ohio non-profit corporation (the "Developer") effective as of the last date set forth below their respective signatures hereto (the "Effective Date") in connection with that certain Real Estate Sales Agreement mutually executed on the ___ Day of _____, 2025, for the acquisition of City-owned real property located in the City (the "Project Sites"). As a condition to City's agreement to allow Developer access to the Project Sites which the City hereby grants to the Developer and its Representatives, Developer agrees to be bound by the terms set forth in this Agreement (the "Agreement").

1. In connection with any entry by Developer or any of its officers, directors, employees, agents, advisors or representatives (collectively "Representatives") onto the Project Sites, Developer shall give City reasonable advance notice of such entry, which shall not be less than twenty-four (24) hours, and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize interference with (i) the business of the City and (ii) neighboring properties, and otherwise in a manner reasonably acceptable to City. Notwithstanding the foregoing, Developer shall not perform any physically invasive testing of the Project Sites, including, without limitation, performing any environmental testing, drilling or sampling, without first obtaining City's prior written consent thereto. City may have a representative present to observe all testing, work, inspections or entries onto the Project Sites (such testing and other work, inspections and entries onto the Project Site are referred to herein as the "Inspection Work"). The Inspection Work shall be at Developer's sole cost and expense and Developer agrees to keep the Project Sites free and clear of any liens that may arise as a result thereof. All activities undertaken in connection with the Inspection Work shall fully comply with applicable law and regulations, including, without limitation, laws and regulations relating to worker safety, proper disposal of any disturbed or discarded materials, and noise and operating hour restrictions. Developer is solely responsible for the off-site disposal of any samples taken. Developer shall repair promptly any physical damage caused by the Inspection Work, and shall restore the Project Sites to their condition immediately prior to entry by Developer on the Project Sites. The Developer shall provide copies to the City of any test results and reports relating to the Inspection Work promptly after completion of such work on the Project Sites. The Developer shall maintain parking and minimize traffic issues during all testing and inspection activities on the Project Sites.
2. Developer shall maintain, and shall ensure that its contractors maintain, public liability and property damage insurance reasonably satisfactory to the City insuring Developer and its Representatives against any liability arising out of any entry or inspections of the Project Sites pursuant to the provisions hereof. Such insurance maintained by Developer (and Developer's contractors) shall be in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policies maintained by Developer and its contractors shall insure the contractual liability of Developer covering the indemnities herein and shall (i) name the City (and its successors and assigns) as additional insureds, (ii) contain a cross-liability provision, and (iii) contain a provision that the insurance provided by Developer hereunder

shall be primary and noncontributing with any other insurance available to such City. Developer shall provide City with evidence of such insurance coverage for City's review and approval prior to any entry or inspection of the Project Sites. Developer shall indemnify and hold City and its respective affiliates, partners, trustees, shareholders, members, controlling persons, directors, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs whatsoever, including, without limitation, attorneys' and expert' fees and costs, costs of investigation and remediation costs arising out of or relating to any entry on the Project Sites by Developer or any of its Representatives and/or the Inspection Work, except to the extent arising out of an existing condition of or on the Project Sites or caused by the City or any person or party acting at the request, or on behalf, of the City. Notwithstanding any provision in this agreement to the contrary, except as may be required by law, neither Developer nor any of its Representatives shall contact any governmental official or representative regarding any hazardous or toxic materials on or the environmental condition of the Project Sites, without City's prior written consent thereto, which consent may be withheld in City's sole discretion.

3. Notwithstanding anything to the contrary contained in this Agreement, City shall have the right to terminate Developer's access to the Project Sites at any time upon the termination of the Real Estate Purchase Agreement between the parties regarding the Project Sites.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____

Name: _____

Title: _____

Date: _____

FUTUREHEIGHTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

The legal form and correctness of this instrument
is approved:

By: _____

William R. Hanna, Director of Law

Date: _____

Proposed: 09/02/2025

ORDINANCE NO. 176-2025(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 19 vacant residential lots located within the City to YRM Corp.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns 19 vacant residential lots located throughout the City, which are more particularly identified on Exhibit A (the "Properties"); and

WHEREAS, the City desires to sell the Properties to YRM Corp. (the "Purchaser"), for redevelopment; and

WHEREAS, the City intends to sell the Properties to the Purchaser for the amount of \$1.00 per lot pursuant to a certain Real Estate Purchase Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Purchase Agreement"); and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Purchase Agreement with the Purchaser for the sale of the Properties.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute the Purchase Agreement and any and all other related documents, and take any other actions necessary, to sell the Properties to the Purchaser. The Purchase Agreement shall be substantially in accordance with the form attached hereto as Exhibit A. The Purchase Price for each lot sold to purchaser shall be \$1.00. The Purchase Agreements shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Properties to be sold are no longer needed for municipal purposes.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken 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.

ORDINANCE NO. 176-2025(PD)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Properties and to reduce blight within the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Exhibit A

ORDINANCE NO. 176-2025(PD)

See attached.

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the “Agreement”) is dated as of the ____ day of _____, 2025 (the “Effective Date”) between the CITY OF CLEVELAND HEIGHTS, OHIO, htta the CLEVELAND HEIGHTS LAND REUTILIZATION PROGRAM, an Ohio municipal corporation (the “City”) of 40 Severance Circle, Cleveland Heights, Ohio 44118 and YRM CORP., an Ohio for-profit corporation (the “Purchaser”) of 14618 Milverton, Cleveland, Ohio 44210.

- A. The City owns certain real property consisting of 19 lots of vacant land and identified by the Permanent Parcel Number assigned by the Cuyahoga County Fiscal Officer as set forth on Exhibit A and located within the City of Cleveland Heights, Ohio (the “Property” and each separate lot being referred to as a “Parcel”).
- B. The City wishes to sell the Property to Purchaser and the Purchaser wishes to purchase the Property from the City.
- C. The Purchaser agrees that it shall undertake and complete certain improvements on each Parcel within five (5) years of the Closing Date, which shall consist of constructing a single-family detached house upon each Parcel in compliance with all applicable City Property Zoning and Building Codes, including those specifically set forth in Chapters 1101 to 1337 of the City’s Codified Ordinances (the “Improvements”).

Now, therefore, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Sale of the Real Estate; Purchase Price

Subject to all of the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell each Parcel to Purchaser for the amount of One Dollar (\$1.00) (the “Purchase Price”), which shall be paid by the Purchaser in full at Closing for each Parcel.

Section 2. Deed

The City will convey each Parcel by quitclaim deed (the “Deed”) on the Closing Date for that Parcel, containing the restrictions and requirements set forth in this Agreement (the “Closing”).

On the Closing Date, the Deed shall be promptly filed with the Cuyahoga County Fiscal Officer for recordation in the Records of Cuyahoga County.

Section 3. Closing; Escrow Agent; Title Insurance

The City shall deliver the Deed and possession of each Parcel to Purchaser, and Purchaser shall pay the Purchase Price, on a mutually acceptable date (the “Closing Date”). In establishing the mutually acceptable Closing Date for each Parcel, Purchaser shall notify the City in writing of its proposed Closing Date for that Parcel, which shall be no sooner than fifteen (15) days from the date of the notice. Thereafter, the City and Purchaser shall cooperate with one another to effectuate the Closing for the Parcel on the Closing Date, with such extensions as reasonably necessary or agreed to by the City and Purchaser.

This Agreement shall remain in effect, and the terms contained herein shall apply to each Parcel, until such time as the Closing occurs for the sale of each Parcel subject hereto. In the event the Closing does not occur for any Parcel subject to this Agreement by the three-year anniversary of the Effective Date, then this

Agreement shall terminate and be of no force and effect to any remaining Parcels and Purchaser shall have no further right to those remaining Parcels.

Purchaser shall be entitled to possession of each Parcel on the Closing Date for that Parcel. The risk of loss for each Parcel shall pass to Purchaser on the Closing Date for that Parcel.

Purchaser may, in its sole discretion and at its own cost, obtain a title commitment and/or title insurance policy from a title company licensed to do business in Ohio for each Parcel. Should Purchaser not be satisfied with the condition of the title as set forth in the title commitment, Purchaser may, not later than ten (10) days before the Closing Date, terminate this Agreement as it pertains to that Parcel only.

The Closing shall occur at the office of the Law Director of the City, 40 Severance Circle, Cleveland Heights, Ohio 44118. However, in the event the Purchaser elects to obtain a title commitment, then the Closing shall occur at the offices of the title company issuing such title policy, who shall then serve as the as escrow agent (“Escrow Agent”) for the Closing. In such event, the parties agree that the Escrow Agent's usual conditions for closing shall be applicable, except as otherwise required to meet the terms of this Agreement.

The Purchaser shall pay the escrow fees, the costs of the recording of the Deed, and any transfer taxes or conveyance fees. The City will pay for the preparation of the Deed. In the event the Closing occurs without an Escrow Agent, Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the City on or before the Closing Date. If the Closing Occurs through the Escrow Agent, then Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the Escrow Agent on or before the Closing Date.

Section 4. Tax and Assessments; Utilities

Utilities, real estate taxes and assessments, general and special, levied against the Property for both the current tax year and any prior tax year that are not yet paid, if any, shall be assumed by the Purchaser upon Closing and payment of the same shall thereafter be the responsibility of the Purchaser.

Section 5. Inspection; Condition of the Property

Purchaser warrants that Purchaser has had the opportunity to inspect the Property and is purchasing the Property “*as is*” “*where is*” and “*with any and all defects*” whether latent or apparent. Furthermore, Purchaser expressly understands and agrees that tenants, squatters or other occupants may occupy the Property, that Purchaser is acquiring the Property with such knowledge, and that Purchaser, to the extent necessary, will follow any applicable Ohio laws in terminating any lease arrangements or evicting said persons.

Section 6. Notice

All notices provided for herein shall be sent by United States Certified Mail, return receipt requested, to the City and Purchase at the address set forth above. Notice to the City shall be provided to the Law Director and the Planning and Development Director. Either party shall have the right to designate a new address for the receipt of notices by providing notice under this Section 6.

Section 7. Default

In the event City defaults in its obligations under this Agreement, Purchaser may terminate this Agreement upon notice to the City, or Purchaser shall have the right to compel and/or enjoin the City to

specifically perform this Agreement, as its sole remedies. In the event Purchaser defaults in its obligations under this Agreement, City may terminate this Agreement upon notice to the Purchaser.

Section 8. Improvements; Revesting

Purchaser understands and agrees that the City is selling the Property to the Purchaser for the express purpose of Purchaser undertaking and completing the Improvements to each Parcel of the Property. As such, Purchaser expressly agrees that it shall undertake and complete the Improvements for each Parcel no later than the end of the fifth (5th) year following the Closing Date for that Parcel. If Purchaser fails to undertake and complete the Improvements for each Parcel by said date, the City shall have the right to reenter and take possession of that Parcel and to terminate and revest in City the estate conveyed by the Deed to Purchaser.

To secure Purchaser's obligation to undertake and complete the Improvements by said date, the Deed for each Parcel shall contain a condition subsequent to the effect that in the event Purchaser fails to undertake and complete the Improvements within five (5) years of the Closing Date for that Parcel, that the City may, at its option, declare the Purchaser to be in default of its obligation to undertake and complete the Improvements on that Parcel, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 9. Subsequent Sale; Reversion

Furthermore, the Purchaser shall only sell or otherwise convey each Parcel within five (5) years of the Closing Date for that Parcel to an owner-occupant of the Parcel. The Deed for each Parcel shall contain a condition that in the event Purchaser sells or otherwise conveys that Parcel within five (5) years of the Closing Date to any person other than an owner-occupant of that Parcel, that the City may, at its option, declare the Purchaser to be in default of the obligation set forth in this paragraph, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 10. Assignment

Neither party may assign this Agreement without the written consent of the other party.

Section 11. Waiver

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No modification of this Agreement shall be binding unless in writing and signed by the party against whom sought to be enforced.

Section 12. Litigation Notice

Purchaser shall give the City prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the right of Purchaser to carry on its business or would materially and adversely affect its business, operations, properties, assets or condition.

Section 13. Force Majeure

Except as otherwise provided, neither party will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond its control and without its fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, pandemics, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material men due to any of those causes, but not including lack of financing or financial capacity of Purchaser.

Section 14. Entire Agreement

This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

Section 15. Binding Effect

This Agreement and the various rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Section 16. Captions

The captions in this Agreement are for convenience only and shall not be considered a part of interpretation of any provision of this Agreement.

Section 17. Severability

This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, it will not affect the validity of all other provisions of this Agreement.

Section 18. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to conflict of law provisions. The parties agree that any claim or dispute must be resolved by a state or municipal court located in Cuyahoga County, Ohio and the parties agree to submit to the personal jurisdiction of those courts for the purpose of litigating all such claims or disputes.

Section 19. Provisions Not Merged with the Deed

No provision of this Agreement is intended to or may be merged by reason of the Deed or any subsequent deeds, and neither the Deed nor any subsequent deed may be deemed to affect or impair the provisions and covenants of this Agreement.

Section 20. City Representatives Not Individually Liable

No member, official, or employee of the City may be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by those duly authorized on the day and year first above written.

CITY OF CLEVELAND HEIGHTS, OHIO, htta the
CLEVELAND HEIGHTS LAND
REUTILIZATION PROGRAM

Kahlil Seren, Mayor

PURCHASER:

YRM CORP.

By: _____
Name: _____
Its: _____

EXHIBIT A

LIST OF THE PARCELS COMPRISING THE PROPERTY

Number	Street	PPN	Zoning
3285	Kildare	687-06-036	1FAMILY DET <10000
3364	Kildare	687-07-107	1FAMILY DET <10000
3377	Kildare	687-07-078	1FAMILY DET <10000
3425	Kildare	687-07-090	1FAMILY DET <10000
3267	Meadowbrook	687-08-065	1FAMILY DET <10000
3540	Nordway	687-15-085	1FAMILY DET <10000
3452	Silsby	687-15-124	1FAMILY DET <10000
3520	Silsby	687-15-117	1FAMILY DET <10000
3599	Antisdale	683-18-048	1FAMILY DET <10000
3629	Grosvenor	683-23-022	1FAMILY DET <10000
1748	Lee	684-10-031	1FAMILY DET <10000
1770	Lee	684-10-025	TWO FAMILY
1836	Lee	684-11-013	TWO FAMILY
1840	Lee	684-11-012	TWO FAMILY
1481	Rydalmount	684-36-028	1FAMILY DET <10000
1535	Rydalmount	684-37-031	1FAMILY DET <10000
3171	Oak	684-33-034	1FAMILY DET <10000
3247	Oak	684-33-052	TWO FAMILY
3249	Oak	684-33-053	TWO FAMILY



Date: 9/9/2025

To: Cleveland Heights City Council

From: Brian Iorio

Subject: 2025 HOME Contract

Purpose Statement: To authorize the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Is this legislation recurring: Yes: _____ No: X *

*will be going forward

Is emergency language necessary: Yes: X No: _____

If yes, why? We would like to introduce legislation to enter into contract with FutureHeights and Start Right CDCs in October in order to assist with their infill housing programs using HOME program funds..

Is passage on first reading necessary: Yes: _____ No: X

If yes, why? However, I would like to have this passed on second reading if possible.

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Proposed: 09/15/2025

RESOLUTION NO. 184-2025(PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's affordable housing programs through December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has issued regulations, set forth in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the affordable housing development program created by the Act under the Home Investment Partnership Program (the "HOME Program" or "Program"); and

WHEREAS, Cuyahoga County and the communities of City of Cleveland Heights, Euclid, Lakewood, and Parma, Ohio (collectively, the "Member Jurisdictions") have formed the Cuyahoga Housing Consortium (the "Consortium") pursuant to the Act; and

WHEREAS, for the purposes of the Consortium, Cuyahoga County is authorized by the Member Jurisdictions to act in a representative capacity for all member units of general local government (in such capacity the "Lead Entity") and assumes overall responsibility for the Consortium's HOME Program compliance with the requirements of the Act; and

WHEREAS, this Council has previously authorized executive officials to enter into an agreement with Cuyahoga County for funding through the HOME Program for the City's HOME funded programs; and

WHEREAS, this Council has determined that it would be in the City's best interests to enter into a new HOME contract with a term from May 1, 2025 to December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to execute an agreement with Cuyahoga County for Two Hundred Eighteen Thousand, Nine Hundred Sixty-one Dollars (\$218,961.00) of HOME Program funds for the City's affordable housing programs that include the homeowner rehabilitation deferred loan program and the new affordable housing infill construction program with a contract period through December 31, 2025 and to execute any other documents related to or necessary for the programs. The agreement and all related documents shall be approved as to form by and subject to the final approval

RESOLUTION NO. 184-2025(PD)

of the Director of Law.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet County deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



GENERAL AGREEMENT GOVERNMENTAL PROVIDER

PART I

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025 by and the between Cuyahoga County, Ohio (the "County" or "Lead Entity"), on behalf of the Department of Development, and the City of Cleveland Heights Ohio, a political subdivision, with principal offices located at, 45 Severance Circle, Cleveland Heights, Ohio 44118 (the "Provider").

WITNESSETH:

WHEREAS, the County has entered into various Agreements with the United States of America providing for financial assistance to said County under the Cranston-Gonzalez Affordable Housing Act (the "Act"); and

WHEREAS, pursuant to the Act, the County is undertaking by and through its Department of Development certain activities; and

WHEREAS, such activities to be performed include HOME Qualified Activities and Administration by participating jurisdictions; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD"), subsequently issued regulations set forth in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the affordable housing development program created by the Act under the Home Investment Partnership Program (the "HOME Program" or "Program"); and

WHEREAS, the Act contemplates and encourages the joining together by agreement of contiguous communities into a consortium for the purpose of carrying out the objectives of the Act; and

WHEREAS, the County, and the communities of City of Cleveland Heights, Euclid, Lakewood, and Parma, Ohio (collectively, the "Member Jurisdictions") have formed the Cuyahoga Housing Consortium (the "Consortium") pursuant to the Act, and,

WHEREAS, for the purposes of the Consortium, Cuyahoga County is authorized by the Member Jurisdictions to act in a representative capacity for all member units of general local government (in such capacity the "Lead Entity") and assumes overall responsibility for the Consortium's HOME Program compliance with the requirements of the Act; and,

WHEREAS, certain costs will be incurred to operate this program; and

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Provider agree as follows:

ITEM I - SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Schedule A, attached.

ITEM II - TIME OF PERFORMANCE:

A. Funding from the HOME Program ("HOME funds") will be committed by entering into a legally binding agreement to use the specified allocation to produce affordable housing through homeowner rehabilitation activities, homebuyer activities, rental housing construction or rehabilitation and tenant based rental assistance. It is understood that payment is not guaranteed for any work performed prior to approval by the Cuyahoga County Executive.

All HOME funds not committed or expended within the agreement period shall convert to the Consortium pool of funds maintained by the County (the "Consortium Pool"). These funds will be reallocated to other consortium members for immediate commitment.

Additional allocations will not be committed if prior year HOME funds have not been expended as evidenced by approved requests for reimbursement of those funds. These HOME funds will remain uncommitted until all funds in or approaching four (4 years) are expended.

The scope of services ("Scope of Services) attached hereto outlines the services to be performed with HOME funds. The services to be performed by the Provider ("Services") are to commence May 1, 2025 and shall be undertaken and completed in such sequence as to assure their expeditious completion in accordance with this Agreement. All the services required herein shall be completed by no later than December 31, 2025.

B. In accordance with the 2013 Final HOME Rule Home funds must be allocated to a specific project, address(s) or through entering into a legally binding agreement to perform an eligible activity to meet the definition of "committed" is found in 24 CFR Section 92.2.

ITEM III - COMPENSATION AND METHOD OF PAYMENT:

A. It is expressly understood and agreed that the Provider may accumulate program income it receives during the program year. The Provider is required to commit to and use the amount of \$0 from the previous program year. These program income funds must be committed to the project prior to the use of any new HOME funding.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$218,961.00 consisting of Fiscal **Year 2018 HOME funds**. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. Any budget line item revisions exceeding ten percent (10%) or changes to Scope of Service must have prior approval of the HOME Consortium, at a regularly scheduled meeting. In no case shall

any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.

B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Provider for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Provider shall submit a report itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV – REPORTING

The Provider shall submit to the County on a monthly basis a progress report and request for reimbursement. The report must include the current status of the project and milestones articulated in Provider's schedule.

The Provider shall maintain documentation that demonstrates compliance with hour and wage requirements of the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 1341 et seq.; 40 USC 3701 et seq. and 40 USC 3145 and all other applicable federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Such documentation shall be made available to the County when requesting reimbursement

ITEM V - EQUAL EMPLOYMENT OPPORTUNITY; DAVIS-BACON ACT; AND OTHER STATUTES WITH WHICH SUB-GRANTEE MUST COMPLY

The Provider agrees to comply with THE CURRENT Federal regulations as now in effect and as may be amended from time to time, including but not limited to those listed below:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the United States Department of Housing and Urban Development ("HUD") regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, handicap and familial status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Provider, this assurance shall obligate the Provider, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and Provider development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

- C. Section 109 of the Housing and Provider Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, religion, national origin, sex, handicap, and familial status be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Provider Development Block Grant funds.
- D. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- E. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- F. Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government and Provider and under federally assisted construction contracts.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Provider may not discriminate in the programs and activities funded under the HUD Provider Development Block Grant ("CDBG") program.
- H. U.S. Department of Housing and Urban Development Federal Labor Standards Provision, as set forth in HUD Form 4010.
- I. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 1341 et seq.; 40 USC 3701 et seq. and 40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and all other applicable federal, state and local laws and regulations as may be amended pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
- J. HOME Investment Partnerships Program regulations as now in effect and as may be amended from time to time.
- K. The Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards ("Uniform Requirements") (2 CFR Part 200), as now in effect and as may be amended from time to time.

ITEM VI - PERSONNEL ASSIGNED

Communication and details concerning this Agreement shall be directed to the following representatives:

Cuyahoga County

Michele Strickland

Housing Development Specialist

mstrickland@cuyahogacounty.gov

2079 East 9th Street, 7th Floor

Cleveland, Ohio 44115

216-344-2571

City of Cleveland Heights

Karen Knittle

Assistant Planning Director

kknittle@clvhts.com

40 Severance Circle

Cleveland Heights, Ohio 44118

216-291-4855

ITEM VII - DISPUTE RESOLUTION

In the event of any dispute or disagreement between Provider and the County, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Provider or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either Party, each Party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Agreement. During the course of such negotiation, all reasonable requests made by one Party to the other for information will be honored in order that each of the Parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. No formal proceedings for such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other Party. The rights and obligations of the Parties under this provision shall not limit either Party's right to terminate this Agreement as may be otherwise permitted hereunder.

ITEM VIII - PUBLIC RECORDS

Sub-grantee acknowledges and agrees that as a political subdivision, the County is subject to the requirements of the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the County and any and all documents in any format or media. In the event Sub-grantee considers any portion of any record provided, or to be provided, to the County to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Sub-grantee shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. County agrees to withhold the information marked by Sub-grantee as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" from public information, and Sub-grantee agrees to defend and indemnify the

County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act, with respect to such withholding.

This Item shall survive the completion of the Project Activity hereunder and the termination of this Agreement.

ITEM IX - INSURANCE

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

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than: \$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.

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

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

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

Insurance Coverage Terms and Conditions

1. The insurance policies of the Organization required for this Agreement, shall:

(i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured, to the extent of loss suffered in connection with the County's role under this Agreement, as its interest may appear. This does not apply to Workers Compensation, All Risk Equipment Insurance,

Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.

(ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.

(iii) Be primary and not in excess or contingent on any other basis;

(iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

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

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

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

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

4. High-risk activities may require higher insurance limits.

5. These insurance provisions shall not affect or limit the liability of the Organization stated elsewhere in this Agreement or as provided by law.

6. The Organization shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.

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

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

9. The Organization shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.

10. If Organization is a political subdivision, it may provide the insurance required hereunder by participating in a self-insurance program with sufficient limits. In such event, the County will require confirmation of Organization's self-insured status.

ITEM X – MISCELLANEOUS

- A. **Governing law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Sub-Grantee hereby agrees not to challenge this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of County for any reason. All contracts in which the County is a party, including this Agreement, are subject to the Cuyahoga County Code, including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General, and Cuyahoga County Board of Control, Contracting and Purchasing. The Parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- B. **Intentionally Deleted**
- C. **Findings for Recovery.** Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed false, this Agreement is void ab initio, and Provider must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.
- D. **Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification.** Provider shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments. At its sole discretion, the County has the unequivocal right to review and audit Provider's continuing certifications, representations, and warranties.
- Provider warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for Provider, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- F. **No Apparent Authority.** Provider recognizes and agrees that no public official or

employee of the County be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures.

- G. **Parties Bound and Benefitted.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- H. **Non-waiver.** Either party's failure to require performance of any Item of this Agreement or if it requires performance and does not follow through, shall not affect the non-defaulting party's right to require performance at any time thereafter. Additionally, either party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- I. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the items of this Agreement.
- J. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- K. **Severability.** If any Item of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such item and the remainder of this Agreement shall be and remain valid and binding as though such item was not included herein.
- L. **Authority.** This Agreement has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and Provider. The individuals signing on behalf of the parties to this Agreement are authorized to execute this Agreement on behalf of the County and the Provider.

ITEM XI – COUNTY CONTRACTS; ATTACHMENTS

All County contracts/agreements, including this Agreement, are subject to the Cuyahoga County Code including, but not limited to, Title 4 pertaining to the Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

It is expressly understood and agreed that the Scope of Services, Attachment I "Budgetary Details", Part II "Terms and Conditions", and Part III, "Accounting and Financial Management Procedures", attached hereto are made a part hereof as if fully rewritten herein.

ITEM XII – ELECTRONIC SIGNATURE POLICY

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

CITY OF CLEVELAND HEIGHTS, OHIO

BY: _____
Mayor / City Manager

CUYAHOGA COUNTY, OHIO

BY: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Order
No. EO2023-003 dated July 6, 2023

The legal form and correctness
of this Agreement is hereby approved:
Richard Manoloff, Director
Law Department, County of Cuyahoga, Ohio

BY: _____
Assistant Law Director

DATE: _____

Scope of Services- Schedule A

Community Name: City of Cleveland Heights

Program Funding: HOME

Year Award: 2018

Areas Served: City of Cleveland Heights

Eligible Activity: Eligible HOME activities

Eligible Activity Items:

Home buyer Assistance/New Construction/Rehabilitation
– 24 CFR 92.205 -

Project Description:

The City of Cleveland Heights will use 2018 HOME funds for eligible costs for program delivery of the Eligible HOME activities as identified in 24 CFR 92.205

Location of the Project: Cleveland Heights, Ohio (city-wide)

Program Income: All repayments of HOME-funded loans are considered Program Income. Under Federal regulations, all HOME Program Income received and legally available for use by the Community must be promptly reported to the County.

The City of Cleveland Heights is required to include any uncommitted program income, repaid funds, or recaptured funds it received during the previous program year in the resources described above in Project Description.

The City of Cleveland Heights is required to submit monthly reports on the use of program income to allow the Cuyahoga County Department of Development to meet the reporting requirements in accordance the U.S. Department of Housing and Urban Development's rules and regulations.

Licensing Requirements: The Provider has and will maintain all documents required for operation of this program per local, State and federal regulations. These documents include, but are not limited to:

- City Charter
- City Ordinances
- City Building Code Regulations

Reporting Requirements:

1. Reimbursement for expenses incurred during the reporting period will not be processed unless the IDIS reporting forms and a financial report as described herein are properly submitted. The Provider will submit to the Lead Entity, reimbursement requests as activities are completed, including the following documentation:
 - a) The Provider will submit all demographic and performance information for periodic HUD reporting. Information will be submitted on properly completed IDIS setup and completion forms for each project submitted for reimbursement. All required IDIS setup and completion forms are to be submitted electronically on disk or by email.
 - b) The Provider will submit all demographic and performance information for annual HUD reporting. The Provider will supply any additional information requested promptly to complete the annual CAPER report or any other report required by HUD, including information on all HOME, CDBG and other HUD-funded activities of the Provider.
2. A narrative report or letter to the Lead Entity should be submitted if the Provider encounters any difficulty in meeting the contract requirements of the contract. The report should describe any special servicing problems that may modify the pattern of service delivery, including changes in staffing, funding or use of facilities.
3. The Provider will supply information requested regarding the status of SBE and MBE contracting activity.
4. In addition to the aforementioned CAPER report, a financial report is to be submitted by the Provider to the Lead Entity as cases are completed. The financial report will include: a) a request for payment and/or status of fund's report; b) a budgetary summary sheet; c) a budgetary detailed report; and d) a detailed account of program income received by the Provider since the last report and subtracted from the reimbursement request, along with supporting documentation requested by the Lead Entity.
5. The Provider shall provide the Lead Entity with a copy of the report of its annual or biannual audit, as required by Ohio Revised Code Section 117.11(A), and of any special audit pursuant to Ohio Revised Code Section 117.11(B), by the State Auditor or his/her designee, within 30 days after the completion of the audit.

Should the Provider fail to meet these reporting requirements on an adequate and timely basis, the Lead Entity will withhold payments until the necessary information is made available. Continued failure to submit adequate and timely reports will result in the termination of this Agreement.

In the event the actual service delivery falls below the levels specified in this Agreement, action will be taken by the Lead Entity to assist the Provider in reaching its service goals. If the performance remains below specified levels for a period of three months, the Lead

Entity will withhold payments from the agency. Continued failure to meet specified service levels will result in termination of this Agreement.

Amendments to Agreement:

Changes in Scope of Services and Attachment 1 -- Budgetary Details, by greater than ten percent (10%), shall be agreed to, in writing, by Cuyahoga County prior to the implementation of any changes. Any budget line item revisions exceeding ten percent (10%) or changes to scope of service must have prior approval of the HOME Consortium, at a regularly scheduled meeting.

ATTACHMENT 1 - BUDGETARY DETAILS

Matching Requirements will be met using previously documented match from other Cuyahoga Housing Consortium HOME funded activities.

COMMUNITY: City of Cleveland Heights, Ohio

PROGRAM: 2018 HOME Allocation

COST CATEGORIES	BUDGETED AMOUNT
Eligible HOME activities 2018	218,961.00
Total	\$218,961.00

Sara Parks Jackson
Prepared By

August 26, 2025
Date

PROJECT EXPENDITURES BUDGETARY DETAILS

Provider: City of Cleveland Heights:

(1) **PERSONNEL (a)**

Title	Salary	Hours Worked Per Week	% Charged to	Budgeted Amount

TOTAL PERSONNEL \$0

- (a) Monthly reports are to include: hourly rates, actual hours worked, percentage of hours actually charged to HOME and dollar amounts charged to HOME. All personnel are required to maintain time sheets which are to be approved by an appropriate supervisor.

(2) **FRINGE BENEFITS**

The following guidelines apply to charging "Fringe Benefits" to HOME

1. FICA may only be applied to the extent that the total salary does not exceed the pro-rated FICA limit.
2. Workers' Compensation may be charged monthly, provided that there is a periodic adjustment (every 6 months) to reflect the actual billing.
3. Unemployment Tax may be charged monthly, provided that there is a periodic adjustment (every 3 months) to reflect the actual billing. The actual amount charged will be the Unemployment Tax rate x the actual HOME charged salaries for the related period.

Type of Benefit	Rate or Dollar Amount	Budgeted Amount
TOTAL FRINGE BENEFITS		

(3) **TRAVEL (b)**

Description	Budgeted Amount
	0

- (b) Mileage logs are to be maintained and should include: Name, date, destination of trip, actual odometer readings and a supervisor's approval.

(4) **EQUIPMENT (c)**

Type of Equipment	Budgeted Amount
	0

- (c) Federal grant guidelines state that all non-expendable property acquired with HOME funds shall revert to the Department of Development upon termination of the funded program. Invoice should be submitted to the Department of Development when equipment is purchased.

(5) **GENERAL OVERHEAD (d)**

Type of General Overhead	Budgeted Amount
Administrative	\$0

- (d) Any costs which may be classified as indirect (i.e., costs which benefit more than one program cost objective) must be reported in total, using an approved cost allocation method. The cost allocation plan must be approved by the County prior to any reimbursement being made under the plan.

(6) **CONTRACTUAL (e)**

Description	Budgeted Amount
	0

- (e) Persons listed under Contractual are responsible for their own tax liabilities.

A copy of all Contractual agreements is to be submitted to the County for approval prior to any Contractual work.

(7) **OTHER**

Category	Budgeted Amount
Accumulated Program Income	\$
Eligible HOME activities	\$218,961.00

TOTAL PROGRAM BUDGET **\$ 218,961.00**

PART II

STANDARD TERMS AND CONDITIONS

HOME INVESTMENT PARTNERSHIP PROGRAM

SECTION 1 - HOME PROGRAM RULES AND REGULATIONS; UNIFORM ADMINISTRATIVE REQUIREMENTS;

During the performance of this Agreement, the Provider agrees to comply with the requirements and standards of:

(I) The federal rules and regulations, as amended from time to time, governing the Home Investment Partnerships Program ("HOME Program") issued by the U.S. Department of Housing and Urban Development ("HUD") and set forth at 24 CFR Parts 91 and 92, including, but not limited to, Subpart H - "Other Federal Requirements" ("HOME Program Rules and Regulations") and 2 CFR Part 200, and OMB Circular No. A-123, "Management Responsibility for Internal Control".

SECTION 2 - RECORDS; RECORDKEEPING

Establishment and Maintenance of Records - Records shall be maintained under this Agreement in compliance with §92.508 of the HOME Program Rules and Regulations. Except as otherwise specifically provided therein, records shall be maintained for a period of five (5) years after the Project Completion Date or during the Affordability term and for a period of 3 years thereafter.

Documentation of Eligible Project Costs - All costs of the Project shall be supported by properly executed payrolls, time records, invoices, agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Provider shall submit copies of all independent audits performed on the Provider during the term of this Agreement to the Lead Entity. All records must be kept according to standard accounting practices.

Employment and Tax Matters - The Provider assumes all responsibility for any and all workers' compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all its employees. The Provider agrees to follow all federal, state and local laws and regulations pertaining to any employees the Provider may use to provide services under this Agreement.

Marketing - The Provider shall document the Provider's marketing of the Project to the Provider. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Provider. Specifically, the Provider shall document its Affirmative Marketing Activities subject to and in accordance with 24 CFR §92.351.

Project Data - The Provider shall maintain records for each family assisted including annual rental records, if applicable, and data on the Project demonstrating, among other things, participant eligibility for the Project as provided under this Agreement in compliance with 24 CFR §92.508(a) and 24 CFR §92.253.

Housing Quality Standards - The Provider shall maintain records demonstrating that the Project meets the property standards in 24 CFR §92.251.

Affordability - The Provider shall maintain annual housing quality standards demonstrating that the Project meets the property standards in 24 CFR §92.251.

Procurement Records - The Provider shall establish written Procurement procedures in accordance with 24CFR§85.36. The Provider shall maintain data on the Project demonstrating, among other things that some form of cost or price analysis has been completed in connection with every procurement action to determine reasonableness, allocability, and allowability.

Deed Restriction - In projects where assistance is provided to rental property, a deed restriction must be filed and must remain in effect for the period of affordability, without regard to any mortgage or transfer of ownership of the Project Site. The deed restriction shall be prepared and recorded by the Lead Entity with the County Recorder.

SECTION 3 - REPORTS

At such times and in such forms as the HUD or the Lead Entity may require under the HOME Program Rules and Regulations and the UAR, there shall be furnished to HUD or to the Lead Entity statements, records, data and information, as HUD or the Lead Entity may request pertaining to matters covered by this Agreement.

SECTION 4 - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Sub-grantee with respect to all matters and the Sub-grantee shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.

SECTION 5 - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the Member Jurisdiction who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a

position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Provider shall take appropriate steps to assure compliance.

SECTION 6 - PROCUREMENT STANDARDS AND METHODS

Sub-grantee shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to Federal regulations as now in effect and as may be amended from time to time for government and non-profit providers.

SECTION 7 - EMPLOYMENT DISCRIMINATION PROHIBITED

Subject to and in accordance with 24 CFR Part 5, during the performance of this Agreement, the Provider agrees as follows:

The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The Provider shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. As used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Provider setting forth the provisions of this nondiscrimination clause.

The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that the Provider is an Equal Opportunity Employer.

SECTION 8 - ENVIRONMENTAL REVIEW

The Provider does not assume the Member Jurisdiction's environmental responsibilities described in 24 CFR §92.352; and the Provider does not assume the Member Jurisdiction's responsibility to initiate the review process thereunder.

SECTION 9 - LEAD REMEDIATION

In compliance with the Final HUD Lead-Based Paint Regulation, all projects where funds are committed to a specific project in accordance with 24 C.F.R. 92.2, on or after September 15, 2000 (or such later date as approved in writing by HUD), shall comply with the requirements of Subpart J of the Final Rule, as published in the Federal Register on September 15, 1999,

pages 50140-50231. Documentation shall be maintained in each case file, available for County and HUD review on request, including but not limited to the following:

For Rehabilitation Assistance up to \$5,000 per Unit

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Written report of paint testing of painted surfaces to be disturbed, if any.
3. Documentation that a State of Ohio licensed Lead Abatement Contractor repaired all disturbed painted surfaces found (or assumed without testing) to contain lead paint.
4. Record of clearance of the disturbed area by a properly trained and licensed person.
5. Copy of the written notice to occupants describing the clearance results.

Items 2-5 are not required if the work disturbs no painted surfaces, or painted surfaces less than 2 square feet per interior room, 20 square feet total exterior, or 10% of any one item.

For Rehabilitation Assistance \$5,001 - \$25,000 per Unit

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Written report of paint testing of painted surfaces to be disturbed, if any.
3. Written report of risk assessment of the entire unit by a properly licensed person.
4. Documentation that a State of Ohio licensed Lead Abatement Contractor performed interim controls of all lead-based paint hazards identified and/or created by the work.
5. Record of clearance of the entire unit by a properly trained and licensed person.
6. Copy of the written notice to occupants describing the clearance results.

The risk assessment is mandatory if any painted surfaces of any size will be disturbed by rehab.

Standard Lead Remediation Clause for Down Payment Programs

1. Borrower's acknowledgement of receiving a standard lead hazard pamphlet.
2. Record of visual assessment of all painted surfaces for deteriorated paint.
3. Record of paint stabilization using safe work practices (license not required).
4. Record of clearance of the work area by a licensed Lead Risk Assessor.
5. Copy of the written notice to occupants describing the clearance results.

Items 3-5 are not required if the visual assessment shows no deteriorated paint.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrighted material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted therefrom.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the HOME Program funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the HOME Program funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the U.S. Congress.

SECTION 14 - CHANGES; AMENDMENTS

- A. The Consortium may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder provided such changes are authorized by resolution of the Cuyahoga Housing Consortium Review Board and are otherwise in compliance with the HOME Program Rules and Regulations. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- B. The Consortium may change the amount of the HOME Program funds allocated to the Provider under this Agreement provided such changes in compensation are authorized by resolution of the County and are otherwise in compliance with the HOME Program Rules and Regulations. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- C. The Consortium may upon its own initiative or upon that of the Provider, authorize changes in the time of performance as established in Part I of this Agreement subject to the time of performance requirements under the HOME Program Rules and Regulations and provided such changes in compensation are authorized by resolution of the County. As a condition precedent to the authorization of such change, the Consortium shall have determined that the Provider has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement. Any change in the time of performance shall be agreed to by the Provider and the Consortium in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 - PERSONNEL

- A. The Provider represents that it has or will secure at its own expense, all personnel required to perform under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Consortium, the Lead Entity or the other Member Jurisdictions.
- B. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable federal, state and local law to perform such services.

SECTION 16 - ASSIGNABILITY

The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation).

SECTION 17 - TERMINATION OF AGREEMENT

If the Provider fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Provider shall violate any of the covenants, agreements, or stipulations in this Agreement, the Lead Entity shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Provider hereunder;
- B. Withhold or reduce funds not yet paid to the Provider;
- C. Recover funds previously paid to the Provider;
- D. Place liens, encumbrances or restrictions on any property obtained by the Provider through the expenditure of HOME Program funds;
- E. Exercise any and all additional rights the Consortium may have at law or in equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the Lead Entity has given written notice to the Provider of such termination. In the event of termination, the Consortium or Member Jurisdiction, as the case may be, shall have a security interest in and lien on, and in such event the Provider does hereby grant the Consortium or Member Jurisdiction, as the case may be, a security interest in and lien on all work on the Project in the amount of the HOME Program funds used for the Project. The Consortium or Member Jurisdiction, as the case may be, shall be entitled to take any further action as shall be necessary or appropriate to perfect its security interest therein or place a lien thereon; provided, however, that upon the Provider's repayment to the Consortium or Member Jurisdiction, as the case may be, of all funds due and owing thereto, the Consortium or Member Jurisdiction, as the case may be, shall release such security interest or lien. No action or inaction by the Consortium, the Lead Entity or the Member Jurisdiction at any time with

respect to any of the terms or conditions of this Agreement shall be deemed or construed as a waiver of the same or other term or condition herein or of the timely and proper performance thereof. No waiver shall be valid against the Consortium or Member Jurisdiction, as the case may be, unless reduced to writing and signed by the County.

SECTION 18 - TERMINATION FOR NECESSITY OF THE CONSORTIUM

The Lead Entity may terminate this Agreement for necessity by giving at least thirty (30) day's notice in writing from the Consortium to the Provider. If the Agreement is terminated by the Lead Entity as provided herein, the Provider will be paid an amount which shall be fair and reasonable compensation for the actual costs incurred in connection with the work performed on the Project under this Agreement until the date of termination hereof, such amount to be determined in the Lead Entity's discretion, subject to applicable federal regulations. If the Agreement is terminated due to the fault of the Provider, this section, relative to termination for necessity shall also apply.

SECTION 19 - HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 - SECTION 3.

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from HUD and is subject to the requirements of the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and agreements for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Project.
- B. Sub-grantee will include the above Section 3 clause in every contract and subcontract executed under this Agreement. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable current Federal regulations and rules and orders of HUD issued thereunder prior to the execution of this Agreement, as the same may be amended from time to time. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, written notice advising the said labor organization or workers' representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 20 – LIABILITY

Each party assumes responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury.

SECTION 21 - TAXES

The Provider shall pay all taxes and assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets and/or services purchased with HOME Program funds granted pursuant to this Agreement shall be attached.

SECTION 22 - INDEPENDENT RELATIONSHIP

The Provider is not to be considered an agent or employee of the Consortium, the Lead Entity or the Member Jurisdiction for any purpose and any agency, fiduciary relationship, or trust or other relationship whatsoever is created by this Agreement.

SECTION 23 - DISCRIMINATION IN PROGRAM APPLICATION PROCESS PROHIBITED

Subject to and in accordance with 24 CFR Part 5, the Provider shall not discriminate against any applicant of the Program because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The Provider shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 24 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with HOME Program funds, pursuant to Title I of the Housing and Provider Development Act of 1974, as amended, and 24 CFR §92.257, the Provider agrees, such agreements to include but not be limited to the following:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- B. It will not discriminate against any person applying for the Program on the basis of religion and will not limit residency in the Project or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and
- D. The portion of the Project used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

SECTION 25 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

In accordance with, 24 CFR §92.354, the Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-5) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), the Copeland "Anti-Kickback" Act (40 U.S.C. 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement (hereinafter the "Wage Provisions"). The Provider shall maintain documentation which demonstrates compliance with hour and wage requirements thereof. Such documentation shall be made available to the Lead Entity when the Provider is requesting reimbursement for expenditures under the Program in compliance with this Agreement.

The Provider agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Provider of its obligation, if any, to require payment of the higher wage. The Provider shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Contracts for construction must contain these Wage Provisions if HOME Program funds are used for any project costs in § 92.206 of the HOME Program Rules and Regulations, including construction or non-construction costs, of housing with twelve (12) or more HOME Program assisted units. When HOME Program funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME Program funds will be used to assist homebuyers to buy the housing, and the construction contract covers twelve (12) or more housing units to be purchased with HOME Program assistance. The Wage Provisions apply to any construction contract that includes a total of twelve (12) or more HOME Program assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the Wage Provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the Wage Provisions is not permitted.

Notwithstanding anything to the contrary stated in this Section 25, the Wage Provisions contain additional exceptions and provisions that may apply.

SECTION 26 - PUBLIC ACCESS TO PROGRAM RECORDS

The Provider shall provide the general public with reasonable access to records regarding the past use of HOME Program funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

SECTION 27 – REVERSION OF ASSETS

Upon expiration of this agreement, the Provider must transfer to the Lead Entity any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

REMAINDER OF THIS SECTION INTENTIONALLY LEFT BLANK.

PART III
ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES
HOME INVESTMENT PARTNERSHIPS PROGRAM

SECTION 1 - GENERAL

The Provider will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of the HOME Program Rules and Regulations as applied to the Program.

When audits are performed in accordance with the provisions of Part II, Section 4 hereof, discovery of the failure of the Provider to use generally accepted accounting procedures may result in the disallowance of expenditures for which the Provider will be liable and for the assessment of sanctions pursuant to Part II, Section 16 hereof.

The Lead Entity reserves the right to review all financial records in order to assess the financial condition of the Project. If the Lead Entity determines that the Provider's financial condition or the methods and practices it uses to manage its financial systems may jeopardize HOME Program funds under this Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the Project under specific financial requirements until the problems have been corrected to the satisfaction of the Lead Entity, or exercise its authority to terminate the Agreement as a result of such conditions.

The Provider is fully responsible for the management and control of its financial system. Any loss of HOME Program funds as a result of the misfeasance, nonfeasance, or malfeasance of the Provider is the responsibility solely of the Provider and its officers. To insure accountability, the Lead Entity reserves the right to withhold payments, put the Provider under specific financial requirements, or terminate this Agreement.

SECTION 2 - ACCOUNTING SYSTEM STANDARDS

The Provider's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of the Program including at least a monthly reconciliation of the cash balance of the Program.
- B. Records which adequately identify the source and application of funds for the Project. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to this Agreement, awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income of the Program.

- C. Effective control over and accountability for all funds, property and other assets. The Provider shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual amounts with budgeted amounts for each unit of the Project. Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the Lead Entity.
- E. Procedures for determining the allowability and allocability of costs in accordance with this Agreement.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3 - GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Provider makes an actual cash disbursement will it be reimbursed for the expense by the Consortium.
- B. Disbursements must be applied only to the authorized use as specified in the Scope of Services and the Budget. Failure to pay creditors for activities specified in this Agreement or to disburse funds for their authorized use constitutes a violation of the terms of this Agreement.
- C. At intervals determined by the Lead Entity, the Provider may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The Lead Entity has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the Lead Entity to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of federal wages.

SECTION 4 - AUDIT REQUIREMENTS

Providers that expend more than \$200,000 in federal financial assistance from any source shall in any year have an audit made in accordance with the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200.

An independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits shall make the audit. "Generally Accepted Government Auditing Standards" means the Government Auditing Standards developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Provider is required to send the Lead Entity a copy of its audit for the time period when HOME Program funds are expended, within sixty (60) days after completion of the audit

SECTION 5 - PROGRAM INCOME

The Provider shall comply with the standards set forth in the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200 to account for program income. Program income represents gross income earned by the Sub-grantee from the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Unless the Agreement provides otherwise, the Provider shall have no obligation to the federal government with respect to royalties received as a result of copyrights or patents.
- B. All other Program Income earned during the Project Period shall be retained by the Provider, in accordance with the grant or other agreement shall be:
 - 1. Added to HOME Program funds committed to the Project by the Consortium and be used to further eligible Program objectives;
 - 2. Used to finance the Provider's share of the Project when approved by the Consortium;
or
 - 3. Deducted from the Total Project Costs in determining the net costs on which the HOME Program share of costs will be based.