



February 20, 2024
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)**
 - a. January 16, 2024
- 6) **Communications from the Mayor**
- 7) **City Administrator's Report**
- 8) **City Departmental Report(s)**
- 9) **Report of the Clerk of Council**
- 10) **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.)
- 11) **Public Comment - General**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda.)
- 12) **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

RESOLUTION NO. 016-2024(PSH): First Reading. A Resolution authorizing a renewal of any agreement with Flock Group, Inc. for a subscription for a specialized road surveillance network; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 017-2024(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with All City Management Services, Inc. for crossing guard services; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 018-2024(AS): First Reading. A Resolution reappointing Steve Cummings and Jody Taslitz 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
Move for Adoption

RESOLUTION NO. 019-2024(COTW): First Reading. A Resolution opposing Ohio House Bill 68 ("HB 68"), which restricts gender-affirming healthcare and sports participation for transgender youth, undermining the judgement of medical professionals, the recommendations of the Ohio High School Athletic Association, and the intuition of the families who support transgender youth.

Introduced by Councilmember Petras
Move for Adoption

ORDINANCE NO. 025-2024(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 198-2023, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal

year ending December 31, 2024, repeal the prior version of Ordinance No. 198-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

b. First Readings Only

ORDINANCE NO. 020-2024(CRR): First Reading. An Ordinance authorizing funding for lifeguard positions for community swim events at the Cleveland Heights University Heights High School Pool.

Introduced by Vice President Russell

RESOLUTION NO. 021-2024(CRR): First Reading. A Resolution supporting and authorizing the Mayor to submit an application to the Ohio Department of Natural Resources' Clean Ohio Trails Fund Program for a grant under the program, and to accept funding if awarded; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 026-2024(AS): First Reading. An Ordinance to establish a living wage for employees of the city of Cleveland Heights in order to promote the economic well-being of its workforce, reduce income inequality, and ensure that city employees can meet their basic needs.

Introduced by Vice President Russell

c. Second Readings

RESOLUTION NO. 014-2023(PD): Second Reading. A Resolution authorizing the Mayor to submit the Amended Community Development Block Grant entitlement application and plan for the year beginning January 1, 2019.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 015-2024(PD): Second Reading. A Resolution authorizing the Mayor to submit the Community Development Block Grant (CDBG) entitlement application for the year beginning January 1, 2024.

Introduced by Mayor Seren
Move for Adoption

d. Third Readings

RESOLUTION NO. 190-2023(HB): Third Reading as Amended. An Ordinance adopting and enacting new Chapters 769, *Short-Term Rentals*, and 161, *Transient Occupancy Tax*.

Introduced by President Cuda
Move to Amend by Substitution

e. Fourth Readings

RESOLUTION NO. 193-2023(PD): Fourth Reading. A Resolution authorizing the Mayor to enter into a development agreement with WXZ CPV LLC, concerning the redevelopment of the Taylor-Tudor buildings; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

f. Consent Agenda

RESOLUTION NO. 022-2024(CRR): First Reading. A Resolution recognizing March 2024 as *Red Cross Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Mattox, Councilmember Boyd, Councilmember Cobb, Councilmember Larson, and Councilmember Petras

RESOLUTION NO. 023-2024(CRR): First Reading. A Resolution recognizing March 2024 as *Women's History Month* and March 8, 2024 as *International Women's Day*; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to Suspend Rules
Move for Adoption

- 13) Committee Reports**
- 14) Old Business**
- 15) New Business**
- 16) Council President's Report**
- 17) Adjournment**

NEXT MEETING OF COUNCIL: MARCH 4, 2024



January 16, 2024
Regular Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:32pm

2) Roll Call of Council Members

Present: Anthony Mattox Jr., Davida Russell, Tony Cuda, Craig Cobb, Gail Larson, Jim Petras

Excused: Janine Boyd

Absent: None

3) Excuse absent members

Janine Boyd is excused, but is watching from home online.

Clerk Addie Balester is out sick.

4) Amendments to the Agenda (if necessary)

Motion to amend the agenda to add new business and old business:

Craig Cobb

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

5) Approval of minutes from previous meeting(s)

a. December 4, 2023

APPROVED

6) Communications from the Mayor

The City Administrator, Danny Williams, spoke on the Mayor's behalf. The Mayor is out of town at the winter meeting of the US Conference of Mayors. The purpose of which is to engage with the White House administration and congress to share and discuss priorities for the countries' Mayors.

The Mayor would like to thank Council President Cuda for scheduling time at the February 20th COTW meeting for a presentation by the Western Reserve Land Conservancy about an upcoming property survey that the city is engaging in along with the cities of Euclid and South Euclid. This will be a street survey of every property in the City to establish baseline ratings of our properties to better inform the city on the types of interventions, programs, and services that should be employed to improve these assets. The survey should begin in early February and take about three to four months to complete.

The City will also undergo a compensation survey to determine whether our compensation and benefits structure is fair and competitive with our neighboring communities. They anticipate launching this project in early February, with completion in three to six months.

7) City Administrator's Report

Tomorrow, January 17th, at 6pm at the Community Center there will be a meeting to gather community input about several options under consideration for Cumberland Pool. The City does not anticipate any interruptions in the use of the pool, but they want to take into account several options to preserve and enhance the pool.

He also expects regular City Administrators reports to begin in June. He intends to make sure that the information included is sufficient to satisfy Council and to help council in the formation of any legislation deemed appropriate.

8) City Departmental Report(s)

None

9) Report of the Clerk of Council

None

10) 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.)

None

11) Public Comment - General

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce the time limit based on

the volume of business on the agenda. If there are more than 15 speakers, the time will automatically be reduced to 2-minutes.)

Speakers

CJ Nash	Citizen	Thanked Public Works Director and Communications Director for the wonderful calendar that was sent to residents.
Graham Ball	Citizen	Would like Council to bring forward a resolution for a ceasefire.
Betsy Sweet	Citizen	Is concerned about safety in our business districts and lack of patrol officers.

12) 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

RESOLUTION NO. 001-2024(PD): First Reading. A Resolution authorizing the Mayor to execute an extension of an agreement with Millennium Strategies LLC for continued grant writing services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 002-2024(MSES): First Reading. A Resolution

authorizing the Mayor to enter into an agreement with Bell Equipment Company through the Sourcewell cooperative purchasing program for the acquisition of one front load AutoCar refuse collection vehicle **and** one Rear load refuse collection vehicle for the Division of Refuse Collection for the Department of Public Works; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 003-2024(MSES): First Reading. A Resolution supporting and authorizing the Mayor to submit an application to the Ohio Department of Natural Resources' USDA Forest Service Ohio's Urban Forestry Grant Program for a grant under the program, and to accept funding if awarded; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 004-2024(AS): First Reading. A Resolution reappointing David Benson (Canterbury), Laura Black (Coventry), Susan Efroymson (Millikin), Jonathan Goldman (Taylor), Gretchen Mettler (Caledonia), Jessica Schantz (Fairfax), Patti Substelny (Roxboro), Elizabeth Vanderleest (Oxford), Leslie Jones (Noble), Darlene White (Boulevard), Cindie Carroll-Pankhurst, Anthony Porembski, Amanda Isaacson, Allosious Snodgrass, Lisa Gilbert, Justin Alcorn, Sue Dean Dyke, and Angela Bennett 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 President Cuda

Motion to adopt: Anthony Mattox Jr.

DRAFT

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

LEGISLATION PASSED

RESOLUTION NO. 005-2024(CRR): First Reading. A Resolution reappointing Liza Wolf as a 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 President Cuda

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

LEGISLATION PASSED

RESOLUTION NO. 006-2024(CRR): First Reading. A Resolution reappointing Denver Brooker as a member of the Architectural Board of Review of the City of Cleveland Heights, OH and elevating Kathryn Lester (currently an alternate member) to full member of the Architectural Board of review of the City of Cleveland Heights, OH to fill a current vacancy; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

Motion to adopt: Anthony Mattox Jr.

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

LEGISLATION PASSED

RESOLUTION NO. 010-2024(MSES): First Reading. A Resolution authorizing the Mayor to apply for, accept, and enter into a *Water Pollution Control Loan Fund* ("WPCLF") agreement on behalf of the City of Cleveland Heights with the Ohio Environmental Protection Agency ("OEPA") for planning, design and/or construction of Wastewater Facilities, designating a dedicated repayment source for the Loan; and declaring the necessity that this legislation become immediately effective as an emergency measure.

1 Introduced by Mayor Seren

2 **Motion to adopt:** Anthony Mattox Jr.

3 **Seconded:** Craig Cobb

4
5 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
6 Russell, Jim Petras

7 **No:** None

8 **LEGISLATION PASSED**

9 ***b. Second Readings***

10
11
12 **ORDINANCE NO. 187-2023(PD): Second Reading.** An Ordinance
13 introducing amendments to various Sections of Part Eleven, Zoning Code, of
14 the Codified Ordinances of the City of Cleveland Heights to update the City's
15 mixed-use regulations as contained in the C-2X Multiple Use Zoning District,
16 and transmitting the same to the Planning Commission.

17
18 Introduced by Mayor Seren

19 **Motion to amend by substitution:** Anthony Mattox Jr.

20 **Seconded:** Gail Larson

21
22 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
23 Russell, Jim Petras

24 **No:** None

25 **MOTION PASSED**

26
27 **Motion to adopt:** Anthony Mattox Jr.

28 **Seconded:** Davida Russell

29
30 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
31 Russell, Jim Petras

32 **No:** None

33 **LEGISLATION PASSED**

34 **ORDINANCE NO. 188-2023(PD): Second Reading.** An Ordinance
35 amending the Zoning Map of the City of Cleveland Heights to rezone the
36 parcels along South Taylor Road, generally from Euclid Heights Boulevard
37 south the Cedarbrook Road, and transmitting the same to the Planning
38 Commission.

39
40 Introduced by Mayor Seren

1 **Motion to amend by substitution:** Anthony Mattox Jr.

2 **Seconded:** Craig Cobb

3
4 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
5 Russell, Jim Petras

6 **No:** None

7 **MOTION PASSED**

8
9 **Motion to adopt:** Anthony Mattox Jr.

10 **Seconded:** Gail Larson

11
12 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
13 Russell, Jim Petras

14 **No:** None

15 **LEGISLATION PASSED**

16 **ORDINANCE NO. 196-2023(AS): Second Reading.** An Ordinance
17 repealing Chapter 150, "Transportation and Environmental Sustainability
18 Committee" of Part One, *Administrative Code*, of the Codified Ordinances of
19 the City of Cleveland Heights, and adopting a replacement Chapter 150,
20 "Transportation and Mobility Committee."

21
22 Introduced by Councilmember Cobb

23 **Motion to amend by substitution:** Gail Larson

24 **Seconded:** Craig Cobb

25
26 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
27 Russell, Jim Petras

28 **No:** None

29 **MOTION PASSED**

30
31 **Motion to adopt:** Anthony Mattox Jr.

32 **Seconded:** Davida Russell

33
34 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
35 Russell, Jim Petras

36 **No:** None

37 **LEGISLATION PASSED**

38 **ORDINANCE NO. 197-2023(AS): Second Reading.** An Ordinance enacting
39 and adopting a new Chapter 140, Cleveland Heights Climate and
40 Environmental Sustainability Committee (CESC) of Part One, *Administrative*
41 *Code*, of the Codified Ordinances of the City of Cleveland Heights.

Introduced by Councilmember Cobb

Motion to amend by substitution: Gail Larson

Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

Motion to adopt: Gail Larson

Seconded: Craig Cobb

Discussion: Cobb explained that ORD 196-2023 and ORD 197-2023 will split the former TESC (Transportation and Environmental Sustainability Committee) into two separate committees.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

c. Consent Agenda

Motion to suspend rules: Anthony Mattox Jr.

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

Motion to adopt: Tony Cuda

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

LEGISLATION PASSED

RESOLUTION NO. 007-2024(CRR): First Reading. A Resolution proclaiming February 14, 2024 as *National Donor Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

Passed on consent agenda

RESOLUTION NO. 008-2024(CRR): First Reading. A Resolution recognizing February 2024 as *Black History Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Passed on consent agenda

RESOLUTION NO. 009-2024(CRR): First Reading. A Resolution proclaiming February, 2024 to be *American Heart Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

Passed on consent agenda

13) Committee Reports

Committee Assignments are as follows:

PD: Russell, Cobb, Cuda

CRR: Mattox, Russell, Petras

PSH: Boyd, Larson Cobb

HB: Petras, Larson, Mattox

F: Larson, Mattox, Boyd

AS: Cobb, Petras, Cuda

MSES: Larson, Boyd, Russell

MSES: Encourages residents to apply for the two new committees created at tonight's meeting by the passage of ORD 196-2023 and ORD 197-2023. Two new members are needed for the new Transportation and Mobility Committee, and five new members are needed for the new Climate and Environmental Sustainability Committee.

CRR (previous chair): Reminded residents of upcoming events including the Cumberland Pool community meeting and free CPR classes.

14) Old Business

None

15) New Business

Mattox: Wants to make sure that this Council discusses a potential resolution regarding Palestine that former President Hart had recommended at the end of

1 last year, and has been asked for by some residents.

2
3 There was some back and forth regarding proper procedure of how this is
4 discussed between the President, Law Director Hanna, and Councilmember
5 Mattox.

6
7 Council President Cuda decided to put it on the agenda for the next COTW
8 meeting for discussion.

9 **16) Council President's Report**

10 Spoke about what accomplishments he and Vice President Russell were able to
11 accomplish in the first few weeks of their term as the new council leadership. The
12 packets were able to get out earlier, new memos to accompany legislation with
13 purpose statements were included in the packets, they met successfully with the
14 mayor to discuss goals for this year.

15
16 Shared his thoughts regarding the Civil Rights Movement and MLK Day that we
17 celebrated yesterday.

18 **17) Adjournment**

19 End: 8:14pm

20
21 **NEXT MEETING OF COUNCIL: FEBRUARY 5, 2024**



Date: 02/20/2024

To: City Council

From: Christopher M. Britton, Chief of Police
Addie Balester, Clerk of Council

Subject: Resolution 016-2024 – Flock Group – Road Surveillance Network

Purpose Statement: To authorize the Mayor to enter into an agreement with Flock Group Inc to renew their agreement with the City.

Is this legislation recurring: Yes: X No:

Is emergency language necessary: Yes: X No:

If yes, why? To continue the use of a critical law enforcement tool without interruption.

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

If yes, why? To continue the use of a critical law enforcement tool without interruption.

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

If not already budgeted for, where will funding come from? A portion of the contract amount was budgeted for as part of the 2024 Capital Projects Budget; however, the remainder will need to be budgeted from the general fund thereafter (years 2 – 5 will be subject to further funding in future budgets).

Proposed: 02/20/2024

RESOLUTION NO. 016-2024(PSH),
First Reading

By Mayor Seren

A Resolution authorizing a renewal of any agreement with Flock Group, Inc. for a subscription for a specialized road surveillance network; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City currently operates a complex traffic surveillance system of the City's roads including license plate readers; and

WHEREAS, this system has proven to be an effective investigative/crime-fighting tool; and

WHEREAS, the City desires to renew the agreement for an additional five-year term; and

WHEREAS, Flock Group, Inc. was chosen as the vendor for such subscription and maintenance services as it is the sole source provider for the specialized license plate reader cameras and proprietary software integration currently utilized; and

WHEREAS, it is in the best interest of the City to enter into a five-year agreement with Flock Group, Inc. to freeze price increases.

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 a renewal of an agreement with Flock Group, Inc. for a subscription for the City's specialized road surveillance network. The agreement shall be for a period of five (5) years, with a subscription fee of Fifty Thousand Dollars (\$50,000.00) per year. This agreement shall be approved as to form by the Director of Law.

SECTION 2. 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 3. 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 continue vital investigative/crime-fighting services without interruption. 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

RESOLUTION NO. 016-2024(PSH)

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



Date: 02/20/2024

To: City Council

From: Christopher M. Britton, Chief of Police
Addie Balester, Clerk of Council

Subject: Resolution 017-2024 – All City Management, Inc. – School Crossing Guard Services

Purpose Statement: To authorize the Mayor to enter into a renewal of an agreement with All City Management Services, Inc for school crossing guards.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why? The City of Cleveland Heights and Cleveland Heights-University Heights School District have a continued need for crossing guards to ensure the safety of our residents and students.

Is passage on first reading necessary: Yes: ☒ No: ☐

If yes, why? To ensure continued school crossing guard services without interruption; safety issue.

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

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

PROPOSED: 02/20/2024

RESOLUTION NO. 017-2024 (PSH),
First Reading

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with All City Management Services, Inc. for crossing guard services; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights and Cleveland Heights-University Heights School District have identified a need for crossing guards to ensure the safety of residents of the City and students of the School District; and

WHEREAS, the Chief of Police has recommended that the services offered by All City Management Services, Inc. best meet the City's needs; and

WHEREAS, such services are personal services for which no bidding is necessary.

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 All City Management Services, Inc. and to sign any related documents necessary for crossing guard services from August, 2023 through June, 2024. The agreement shall provide for costs of said services not to exceed One Hundred Forty Thousand, Four Hundred Eighty-One Dollars (\$140,481.00), with one-half of the costs, in the amount of Seventy Thousand Two Hundred Forty Dollars and Fifty Cents (\$70,240.50), to be reimbursed to the City by the Cleveland Heights-University Heights School District. The Agreement and any related documents hereunder shall be approved as to form by and subject to the final approval of the Director of Law

SECTION 2. 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.

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 provide crossing guard services at the earliest time possible to protect the safety and welfare of residents and school children. 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.

RESOLUTION NO. 017-2024(PSH)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Date: 02/20/2024

To: City Council

From: Addie Balester, Clerk of Council

Subject: RES 018-2024 – Commission on Aging Reappointments

Purpose Statement: To reappoint Steve Cummings and Jody Taslitz as members of the Commission on Aging.

Is this legislation recurring: Yes: X* No:

*Appointments/reappointments are recurring, not necessarily the same member each year

Is emergency language necessary: Yes: X No:

If yes, why? Both of these members previous terms expired December 31, 2023.

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

If yes, why? These members need to be reappointed so they can start their new terms.

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

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

N/a

Proposed: 02/20/2024

RESOLUTION NO. 018-2023(AS), *First Reading*

By Councilmember Cobb

A Resolution reappointing Steve Cummings and Jody Taslitz 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 provides for the establishment of the Commission on Aging, consisting of thirteen (13) members, of which ten (10) 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 reappoints Steve Cummings and Jody Taslitz as members of the Commission on Aging for a term ending December 31, 2026.

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.

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 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.

TONY CUDA
President of Council

RESOLUTION NO. 018-2023(AS)

ADDIE BALESTER
Clerk of Council

PASSED: _____

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Date: 02/20/24

To: City Council

From: Councilman Jim Petras

Subject: Resolution No. 019-2024 – Opposing HB 68

Purpose Statement:

To condemn the enactment of House Bill 68 as discriminatory, harmful to transgender youth, and a violation of parental rights.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

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

If yes, why?

To address the recent actions of the State Legislature on a timely basis.

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

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

N/a

Proposed: 02/20/2024

RESOLUTION NO. 019-2024(COTW),
First Reading

By Councilmember Petras

A Resolution opposing Ohio House Bill 68 (“HB 68”), which restricts gender-affirming healthcare and sports participation for transgender youth, undermining the judgement of medical professionals, the recommendations of the Ohio High School Athletic Association, and the intuition of the families who support transgender youth.

WHEREAS, HB 68 was recently passed by the Ohio House of Representatives and the Ohio Senate, with co-sponsorship predominantly from the House and Senate Republicans; and

WHEREAS, Governor Mike DeWine vetoed HB 68 on December 29, 2023, stating that this action was “in the public interest;” and

WHEREAS, in January 2024 the Ohio House and Senate voted to override Governor Mike DeWine’s veto of the anti-transgender HB 68, effectively enacting the legislation and making Ohio the 22nd state to ban gender-affirming care for transgender minors and the 24th to impose a ban on trans girls and women from participating in sports teams consistent with their gender identity; and

WHEREAS, HB 68 bans medically necessary treatments such as hormone blockers, gender-affirming hormone therapy, and surgery for transgender youth—treatments which are often critical to the mental and physical well-being of transgender youth and in some cases, lifesaving; and,

WHEREAS, despite recommendations from the Ohio High School Athletic Association (OHSAA) which support the rights of transgender students to participate in athletics, HB 68 bans transgender girls from participating in women’s sports teams, and threatens legal consequences for schools that allow transgender youth to compete in sports aligned with their gender identity; and

WHEREAS, HB 68 egregiously infringes upon the rights of parents to make informed and compassionate healthcare decisions for their children, effectively eliminating parental decision making; and

WHEREAS, such legislation not only discriminates against transgender individuals but also undermines the principles of equality and freedom, potentially threatening the rights of all citizens who may at some future point find their health care decisions in the cross hairs of a political debate.

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

RESOLUTION NO. 019-2024(COTW)

SECTION 1. That this Council strongly condemns the override of Governor DeWine's veto and the enactment of HB 68 as discriminatory, harmful to transgender youth, and a violation of parental rights.

SECTION 2. That this Council strongly encourages members of the public to contact their representatives in the Ohio General Assembly to express opposition of HB 68.

SECTION 3. That the Clerk of Council is hereby directed to send a copy of this resolution to Cleveland Height's State Senator, House Representative, and the sponsors of HB 68.

SECTION 4. 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.

SECTION 5. This Resolution shall take effect and be in force from and after the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Date: 02/15/2024

To: Law and Council

From: Tara Schuster, Acting Finance Director

Subject: ORD 025-2024 – 2024 Appropriation Increase

Purpose Statement: To increase the 2024 Budget Ordinance for 2 grants the Planning Department received. To transfer ARPA Funds approved by Council to the correct line item. To increase the budget for the Police Locker Room Project.

Is this legislation recurring: Yes: X* No:

*Budget adjustments in general are recurring

Is emergency language necessary: Yes: X No:

If yes, why? The Police Department is on a strict deadline to complete the locker room upgrade. The 2 grants received are signed and need budget authority to start the projects.

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

If yes, why? In order to maintain operations and to get the projects done in a timely fashion we are requesting this gets approved on first reading.

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

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

Of the \$1,126,000 budget adjustment \$1,026,000 will be paid for with grant money. The other \$100,000 will be paid for with unencumbered fund balance from Fund 402.

Memo

To: Mayor Kahlil Seren
From: Tara Schuster, Acting Finance Director
Date: February 15, 2024
Re: February 20, 2024 Budget Adjustment

For the February 20, 2024 Council Meeting, I am requesting a total budget increase of \$1,126,000 to the 2024 budget. \$1,026,000 of this adjustment is being paid for with grant money. The other \$100,000 budget adjustment is for an increase for a capital project. There also is a reallocation of ARPA money to properly track it. Here is a summary of the budget adjustments:

- Fund 226 – Lead Safe Fund has a total budget increase request of \$1,026,000. The City received two grants: one from the State for \$526,000 and the other grant was from the County for \$500,000. Both of these grants are Lead Safe Grants. There is no cost to the City for this budget increase, because all of these expenses will be offset with grant monies.
- Fund 241 – Local Fiscal Recovery Fund has a total budget request of \$0. In the 2024 budget, Council approved to spend ARPA money for upfitting police vehicles and new gym equipment. This budget adjustment is just reallocating \$97,000 of ARPA money from one ARPA account to another ARPA account. There is a net effect of \$0 of this budget adjustment. It just allows the City to properly track the ARPA money and projects.
- Fund 402- Finance Capital Projects Fund has a total budget increase request of \$100,000. Council originally approved money for the capital project to make improvements to the police locker rooms in the Capital Improvement Fund and ARPA Fund. Unfortunately, for the project to move forward and tracking purposes the project needs to be paid from 1 fund. The City is requesting to increase the Capital Improvement fund the \$100,000 and this frees up \$100,000 of ARPA funds that will need to be re-allocated. Unencumbered Fund balance in this fund will pay for this increase.

Attached to this document is more detail about this budget adjustment request.

In order to maintain operations and not delay any projects, I am requesting that this adjustment be passed as an emergency on the first reading.

2024 Budget Adjustments
Ordinance #0XX-2024
Cash Supplement - Budget Transfer

Fund #	Fund Description	2024 Budget Adjustment	Fund	Department	Description	Amount	Budget Adjustment Notes
226	Lead Safe Fund	\$ 1,026,000.00	226	5701 - Housing Program Grants	Personal Services	52,600.00	Housing received State Grant for Lead Safe Program - Off-setting revenues (State Grant = \$526,000)
			226	5701 - Housing Program Grants	O.T.P.S.	445,300.00	
			226	5701 - Housing Program Grants	Capital	28,100.00	
			226	5701 - Housing Program Grants	O.T.P.S.	500,000.00	Housing received County Grant for Lead Safe Program. Off-setting revenues (County Pass through Grant = \$500,000)
		<u>\$ 1,026,000.00</u>			Total	<u>\$ 1,026,000.00</u>	
241	Local Fiscal Recovery		241	2108 - General Operations	O.T.P.S.	(97,000.00)	Reclassifying ARPA Fund Budget for Upfitting 4 Police Vehciles Police Gym Equipment
			241	7201-Police Admin	Capital	40,000.00	
			241	7201 - Police Admin	Capital	57,000.00	
		<u>\$ -</u>			Total	<u>\$ -</u>	
402	Financed Capital Projects	\$ 100,000.00	402	7201 - Police Admin	Capital	100,000.00	Increase Budget for the Police Locker Room Upgrades (Original Budget as ARPA Project)
		<u>\$ 100,000.00</u>			Total	<u>\$ 100,000.00</u>	
Grand Total Budget Adjustment		<u>\$ 1,126,000.00</u>	Grand Total Budget Adjustment			<u>\$ 1,126,000.00</u>	

Proposed: 02/20/2024

ORDINANCE NO. 025-2024(F), *First Reading*

By Mayor Seren

An Ordinance to amend certain subparagraphs of Ordinance No. 198-2023, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024, repeal the prior version of Ordinance No. 198-2023; 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. 198-2023, passed December 18, 2023, 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. 198-2023 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit 1, attached hereto.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2024, 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. 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.

SECTION 4. The prior version of Ordinance No. 198-2023, passed December 18, 2023, is hereby repealed in its entirety.

SECTION 5. 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 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.

TONY CUDA
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved by Mayor: _____

KAHLIL SEREN
Mayor

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
That there be appropriated from the <u>GENERAL FUND, FUND NO. 101</u>				
1101- City Council				
	Personal Services	\$ 177,941.00		\$ 177,941.00
	O.T.P.S	\$ 74,445.00		\$ 74,445.00
	Total - 1101 City Council	\$ 252,386.00		\$ 252,386.00
2101 - Mayor's Office				
	Personal Services	\$ 937,052.00		\$ 937,052.00
	O.T.P.S	\$ 119,950.00		\$ 119,950.00
	Total - 2101 Mayor's Office	\$ 1,057,002.00		\$ 1,057,002.00
2106- Civil Service				
	Personal Services	\$ 3,659.00		\$ 3,659.00
	O.T.P.S	\$ 30,000.00		\$ 30,000.00
	Total - 2106 Civil Service	\$ 33,659.00		\$ 33,659.00
2107 - Landmark Commission				
	O.T.P.S	\$ 19,850.00		\$ 19,850.00
	Total - 2107 Landmark Commission	\$ 19,850.00		\$ 19,850.00
2108- General Operations				
	Personal Services	\$ 716,000.00		\$ 716,000.00
	O.T.P.S	\$ 1,708,800.00		\$ 1,708,800.00
	Total - 2108 General Operations	\$ 2,424,800.00		\$ 2,424,800.00
2201 - M.I.S.				
	Personal Services	\$ 451,446.00		\$ 451,446.00
	O.T.P.S	\$ 282,800.00		\$ 282,800.00
	Capital	\$ 79,000.00		\$ 79,000.00
	Total - 2201 MIS	\$ 813,246.00		\$ 813,246.00
2501- Community Relations				
	Personal Services	\$ 594,552.00		\$ 594,552.00
	O.T.P.S	\$ 211,210.00		\$ 211,210.00
	Total - 2501 Community Relations	\$ 805,762.00		\$ 805,762.00
2502 - Public Relations				
	Personal Services	\$ -		\$ -
	O.T.P.S	\$ -		\$ -
	Total - 2502 Public Relations	\$ -		\$ -
3101 - Finance				
	Personal Services	\$ 693,376.00		\$ 693,376.00
	O.T.P.S	\$ 239,610.00		\$ 239,610.00
	Other Financing Uses	\$ -		\$ -
	Total - 3101 Finance	\$ 932,986.00		\$ 932,986.00
3103 - County Auditors Deductions				
	O.T.P.S	\$ 300,000.00		\$ 300,000.00
	Total - 3103 County Auditors Deductions	\$ 300,000.00		\$ 300,000.00
310Z - Operating Transfers				
	Other Financing Uses	\$ 575,000.00		\$ 575,000.00
	Total - 310Z Operating Transfers	\$ 575,000.00		\$ 575,000.00
3201 - Income Tax				
	O.T.P.S	\$ 1,162,750.00		\$ 1,162,750.00
	Total - 3201 Income Tax	\$ 1,162,750.00		\$ 1,162,750.00
3301 - Human Resources				
	Personal Services	\$ 224,461.00		\$ 224,461.00
	O.T.P.S	\$ 300,850.00		\$ 300,850.00
	Total - 4101 Law	\$ 525,311.00		\$ 525,311.00
4101 - Law				
	Personal Services	\$ 1,080,770.00		\$ 1,080,770.00
	O.T.P.S	\$ 475,050.00		\$ 475,050.00
	Total - 4101 Law	\$ 1,555,820.00		\$ 1,555,820.00
5101 - Planning				
	Personal Services	\$ 2,529,981.00		\$ 2,529,981.00
	O.T.P.S	\$ 319,050.00		\$ 319,050.00
	Total - 5101 Planning	\$ 2,849,031.00		\$ 2,849,031.00
5102- Planning Commission				

ORDINANCE NO.
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CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
	Personal Services	\$ 8,226.00		\$ 8,226.00
	Capital	\$ -		\$ -
	Total - 5101 Planning Commission	\$ 8,226.00		\$ 8,226.00
5103 - Board of Zoning Appeals				
	Personal Services	\$ 5,967.00		\$ 5,967.00
	Capital	\$ -		\$ -
	Total - 5103 Bd. Of Zoning Appeals	\$ 5,967.00		\$ 5,967.00
5104 - Special Improvement District				
	O.T.P.S	\$ 264,970.00		\$ 264,970.00
	Total - 5104 SID	\$ 264,970.00		\$ 264,970.00
5106 - Architect Bd of Review				
	Personal Services	\$ 5,985.00		\$ 5,985.00
	Capital	\$ -		\$ -
	Total - 5106 Arch Bd. Of Review	\$ 5,985.00		\$ 5,985.00
5602 - SBA Grants				
	O.T.P.S	\$ 164,750.00		\$ 164,750.00
	Total - 5602 SBA Grants	\$ 164,750.00		\$ 164,750.00
6201 - Service Administration				
	Personal Services	\$ 430,208.00		\$ 430,208.00
	O.T.P.S	\$ 7,740.00		\$ 7,740.00
	Capital	\$ -		\$ -
	Total - 6201 Service Admin	\$ 437,948.00		\$ 437,948.00
6202 Capital Projects Admin				
	O.T.P.S	\$ 45,000.00		\$ 45,000.00
	Total - 6202 Cap Proj Admin	\$ 45,000.00		\$ 45,000.00
6207 - Vehicle Maintenance				
	Personal Services	\$ 1,294,215.00		\$ 1,294,215.00
	O.T.P.S	\$ 1,502,660.00		\$ 1,502,660.00
	Capital	\$ 20,240.00		\$ 20,240.00
	Total - 6207 Vehicle Maintenance	\$ 2,817,115.00		\$ 2,817,115.00
6208 - Sewer Maintenance				
	Personal Services	\$ 1,892,444.00		\$ 1,892,444.00
	O.T.P.S	\$ 394,200.00		\$ 394,200.00
	Capital	\$ 45,000.00		\$ 45,000.00
	Total - 6208 Sewer Maintenance	\$ 2,331,644.00		\$ 2,331,644.00
6211 - Traffic Signs & Signals				
	Personal Services	\$ 98,378.00		\$ 98,378.00
	O.T.P.S	\$ 182,315.00		\$ 182,315.00
	Total - 6211 Traffics Signs Signals	\$ 280,693.00		\$ 280,693.00
7201 - Police Administration				
	Personal Services	\$ 12,887,328.00		\$ 12,887,328.00
	O.T.P.S	\$ 812,760.00		\$ 812,760.00
	Capital	\$ -		\$ -
	Other Financing Uses	\$ -		\$ -
	Total - 3101 Finance	\$ 13,700,088.00		\$ 13,700,088.00
7202 - Police Academy				
	Personal Services	\$ 120,784.00		\$ 120,784.00
	O.T.P.S	\$ 68,200.00		\$ 68,200.00
	Total - 7202 Police Academy	\$ 188,984.00		\$ 188,984.00
7301 - Fire Administration				
	Personal Services	\$ 10,709,620.00		\$ 10,709,620.00
	O.T.P.S	\$ 367,191.00		\$ 367,191.00
	Other Financing Uses	\$ -		\$ -
	Total - 7301 Fire Admin	\$ 11,076,811.00		\$ 11,076,811.00
7302 - Joint Dispatch				
	O.T.P.S	\$ 1,291,500.00		\$ 1,291,500.00
	Total - 7302 Joint Dispatch	\$ 1,291,500.00		\$ 1,291,500.00
7303 - Fire Prevention				
	Personal Services	\$ 149,522.00		\$ 149,522.00
	O.T.P.S	\$ 8,850.00		\$ 8,850.00
	Capital	\$ -		\$ -
	Total - 7303 Fire Prevention	\$ 158,372.00		\$ 158,372.00

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
7401 - Building Services				
	Personal Services	\$ 7,007.00		\$ 7,007.00
	O.T.P.S	\$ 1,034,300.00		\$ 1,034,300.00
	Non-Government	\$ 5,000.00		\$ 5,000.00
	Total - 7401 Building Services	\$ 1,046,307.00		\$ 1,046,307.00
7402 - Housing Inspections				
	Personal Services	\$ 3,800.00		\$ 3,800.00
	O.T.P.S	\$ 133,000.00		\$ 133,000.00
	Non-Governmental	\$ 5,000.00		\$ 5,000.00
	Total - 7402 Housing Inspections	\$ 141,800.00		\$ 141,800.00
8101 - Community Services Admin				
	O.T.P.S	\$ 7,480.00		\$ 7,480.00
	Total - 8101 Comm Serv Admin	\$ 7,480.00		\$ 7,480.00
8201 - Public Prop/Park Maint				
	Personal Services	\$ 1,686,482.00		\$ 1,686,482.00
	O.T.P.S	\$ 1,342,545.00		\$ 1,342,545.00
	Total - 8201 Public Prop Maint	\$ 3,029,027.00		\$ 3,029,027.00
8401 - Parks & Rec Admin				
	Personal Services	\$ 706,761.00		\$ 706,761.00
	O.T.P.S	\$ 41,000.00		\$ 41,000.00
	Total - 8401 Parks & Rec Admin	\$ 747,761.00		\$ 747,761.00
8402 - General Playgrounds				
	O.T.P.S	\$ 20,700.00		\$ 20,700.00
	Total - 8402 General Playground	\$ 20,700.00		\$ 20,700.00
8403 - Swimming Pools				
	Personal Services	\$ 313,164.00		\$ 313,164.00
	O.T.P.S	\$ 233,500.00		\$ 233,500.00
	Total - 8403 Swimming Pools	\$ 546,664.00		\$ 546,664.00
8405 - Ice Programs				
	Personal Services	\$ 278,430.00		\$ 278,430.00
	O.T.P.S	\$ 36,450.00		\$ 36,450.00
	Total - 8405 Ice Programs	\$ 314,880.00		\$ 314,880.00
8406 - General Recreation Prog				
	Personal Services	\$ 167,855.00		\$ 167,855.00
	O.T.P.S	\$ 63,000.00		\$ 63,000.00
	Total - 8406 General Rec Prog	\$ 230,855.00		\$ 230,855.00
8409 - Sports Programs				
	Personal Services	\$ 115,450.00		\$ 115,450.00
	O.T.P.S	\$ 72,350.00		\$ 72,350.00
	Total - 8409 Sports Programs	\$ 187,800.00		\$ 187,800.00
8411 - Comm Center Admin				
	Personal Services	\$ 795,349.00		\$ 795,349.00
	O.T.P.S	\$ 440,500.00		\$ 440,500.00
	Other Financing Uses	\$ 1,400.00		\$ 1,400.00
	Total - 8411 Comm Center Admin	\$ 1,237,249.00		\$ 1,237,249.00
8501 - Office on Aging Admin				
	Personal Services	\$ 228,852.00		\$ 228,852.00
	O.T.P.S	\$ 15,860.00		\$ 15,860.00
	Total - 8501 Office on Aging	\$ 244,712.00		\$ 244,712.00
8601 - Public Health Admin				
	O.T.P.S	\$ 305,950.00		\$ 305,950.00
	Total - 8601 Public Health Admin	\$ 305,950.00		\$ 305,950.00
8701 - Animal Protection				
	O.T.P.S	\$ 28,500.00		\$ 28,500.00
	Total - 8701 Animal Protection	\$ 28,500.00		\$ 28,500.00
9101 - Municipal Court				
	Personal Services	\$ 1,599,148.00		\$ 1,599,148.00
	O.T.P.S	\$ 168,700.00		\$ 168,700.00
	Total - 9101 Municipal Court	\$ 1,767,848.00		\$ 1,767,848.00
Total Fund 101 - General Fund Budget		\$ 55,943,189.00		\$ 55,943,189.00

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
That there be appropriated from the <u>SCM&R FUND, FUND NO. 201</u>				
6201 - Service Administration				
	Personal Services	\$ 38,182.00		\$ 38,182.00
	Total - 6201 Service Admin	\$ 38,182.00		\$ 38,182.00
6208 - Sewer Maintenance				\$ -
	Personal Services	\$ 106,423.00		\$ 106,423.00
	Total - 6208 Sewer Maintenance	\$ 106,423.00		\$ 106,423.00
6213 - Monticello Blvd				\$ -
	O.T.P.S	\$ 37,802.00		\$ 37,802.00
	Total - 6211 Traffics Signs Signals	\$ 37,802.00		\$ 37,802.00
6215 - Road Repaving				\$ -
	O.T.P.S	\$ 20,480.00		\$ 20,480.00
	Total - 6215 Road Repaving	\$ 20,480.00		\$ 20,480.00
6220 - Taylor Road				\$ -
	O.T.P.S	\$ 63,799.00		\$ 63,799.00
	Total - 6220 Taylor Road	\$ 63,799.00		\$ 63,799.00
6236 - Annual Street Surface				\$ -
	Capital	\$ 4,500,000.00		\$ 4,500,000.00
	Total - 6236 Street Surface	\$ 4,500,000.00		\$ 4,500,000.00
6312 - Meadowbrook Blvd. Rehab				\$ -
	O.T.P.S	\$ 118,922.00		\$ 118,922.00
	Total - 6220 Taylor Road	\$ 118,922.00		\$ 118,922.00
Total Fund 201 - SCM&R Budget		\$ 4,885,608.00		\$ 4,885,608.00
That there be appropriated from the <u>PUBLIC BLDG. MAINT, FUND NO. 205</u>				
8201 - Public Building Maintenance				\$ -
	O.T.P.S	\$ 200,000.00		\$ 200,000.00
	Total - 7205 Law Enforcement	\$ 200,000.00		\$ 200,000.00
Total Fund 205 - Public Bldg. Maintenance		\$ 200,000.00		\$ 200,000.00
That there be appropriated from the <u>LAW ENFORCEMENT FUND, FUND NO. 206</u>				
7205 - Law Enforcement				\$ -
	O.T.P.S	\$ 78,400.00		\$ 78,400.00
	Total - 7205 Law Enforcement	\$ 78,400.00		\$ 78,400.00
7210 - Law Enforcement Grants				
	Personnel Services	\$ 156,787.00		\$ 156,787.00
	Total - 7205 Law Enforcement	\$ 156,787.00		\$ 156,787.00
Total Fund 206 - Law Enforcement Budget		\$ 235,187.00		\$ 235,187.00
That there be appropriated from the <u>DRUG LAW ENFORCEMENT FUND, FUND NO. 207</u>				
7206 - Drug Law Enforcement				
	Personal Services	\$ 62,123.00		\$ 62,123.00
	O.T.P.S	\$ 142,750.00		\$ 142,750.00
	Capital	\$ 50,000.00		\$ 50,000.00
	Total - 7206 Drug Law Enforcement	\$ 254,873.00		\$ 254,873.00
Total Fund 207 - Drug Law Enforcement Budget		\$ 254,873.00		\$ 254,873.00
That there be appropriated from the <u>C.D.B.G RESOURCES FUND, FUND NO. 208</u>				
5201 - CDBG Financial Admin				
	Personal Services	\$ 5,739.00		\$ 5,739.00
	Total - 5201 CDBG Financial Admin	\$ 5,739.00		\$ 5,739.00
5203 - CDBG Admin Contracts				
	O.T.P.S	\$ 270,350.00		\$ 270,350.00
	Capital	\$ 60,000.00		\$ 60,000.00

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
	Total - 5203 CDBG Admin Contracts	\$ 330,350.00		\$ 330,350.00
5211 - CDBG Comm. Area Improve.				
	Capital	\$ 10,121.00		\$ 10,121.00
	Total - 5211 Comm. Area Improve.	\$ 10,121.00		\$ 10,121.00
5220 - CDBG Office on Aging				
	Personal Services	\$ 40,384.00		\$ 40,384.00
	Total - 5201 CDBG Admin	\$ 40,384.00		\$ 40,384.00
5222 - Economic Development				
	Personal Services	\$ 61,813.00		\$ 61,813.00
	O.T.P.S	\$ 946,287.00		\$ 946,287.00
	Capital	\$ -		\$ -
	Total - 5222 Economic Development	\$ 1,008,100.00		\$ 1,008,100.00
5224- - CDBG Admin				
	Personal Services	\$ 194,281.00		\$ 194,281.00
	O.T.P.S	\$ 89,000.00		\$ 89,000.00
	Capital	\$ -		\$ -
	Total - 5224 CDBG Admin	\$ 283,281.00		\$ 283,281.00
5228 - CDBG Public Works				
	Capital	\$ 197,485.00		\$ 197,485.00
	Total - 5228 - Public Works	\$ 197,485.00		\$ 197,485.00
5301 - CDBG Home Repair Resource				
	Personal Services	\$ -		\$ -
	O.T.P.S	\$ 246,842.00		\$ 246,842.00
	Total - 5301 CDBG Home Repair	\$ 246,842.00		\$ 246,842.00
5303 - CDBG Housing Pres Office				
	Personal Services	\$ 291,681.00		\$ 291,681.00
	O.T.P.S	\$ 702,000.00		\$ 702,000.00
	Capital	\$ -		\$ -
	Total - 5303 CDBG Housing Pres Office	\$ 993,681.00		\$ 993,681.00
5304 - CDBG Code Enforce				
	Personal Services	\$ 104,772.00		\$ 104,772.00
	O.T.P.S	\$ -		\$ -
	Total - 5304 CDBG Code Enforce	\$ 104,772.00		\$ 104,772.00
5309 - GIS				
	Personal Services	\$ 42,471.00		\$ 42,471.00
	O.T.P.S	\$ -		\$ -
	Capital	\$ -		\$ -
	Total - 5309 GIS	\$ 42,471.00		\$ 42,471.00
8407 - Child Care				
	O.T.P.S	\$ 15,000.00		\$ 15,000.00
	Total - 8407 Child Care	\$ 15,000.00		\$ 15,000.00
Total Fund 208 - CDBG Budget		\$ 3,278,226.00		\$ 3,278,226.00
That there be appropriated from the <u>HOME PROGRAM FUND, FUND NO. 211</u>				
5503 - Home Admin				
	O.T.P.S	\$ 435,000.00		\$ 435,000.00
	Total - 5503 Home Admin	\$ 435,000.00		\$ 435,000.00
5505 - Home Program Income				
	O.T.P.S	\$ 155,000.00		\$ 155,000.00
	Total - 5505 Home Program Income	\$ 155,000.00		\$ 155,000.00
Total Fund 211 - Home Program Budget		\$ 590,000.00		\$ 590,000.00
That there be appropriated from the <u>POLICE FACILTY IMPR. FUND, FUND NO. 213</u>				
7201 - Police Admin				
	O.T.P.S	\$ 12,500.00		\$ 12,500.00
	Total - 7201 Police Admin	\$ 12,500.00		\$ 12,500.00
Total Fund 213 - Police Facilty Budget		\$ 12,500.00		\$ 12,500.00
That there be appropriated from the <u>LOCAL PROGRAMMING FUND, FUND NO. 214</u>				

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Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
2108 - General Operations				
	O.T.P.S	\$ 74,000.00		\$ 74,000.00
	Total - 2108 General Operations	\$ 74,000.00		\$ 74,000.00
2201 - MIS				
	Capital	\$ 37,000.00		\$ 37,000.00
	Total - 2201 MIS	\$ 37,000.00		\$ 37,000.00
2502 - Public Relations				
	Personal Services	\$ 8,314.00		\$ 8,314.00
	Total - 2502 Public Relations	\$ 8,314.00		\$ 8,314.00
2601 - Cable TV Admin				
	Personal Services	\$ -		\$ -
	O.T.P.S	\$ 182,400.00		\$ 182,400.00
	Capital	\$ 70,000.00		\$ 70,000.00
	Total - 2601 Cable TV Admin	\$ 252,400.00		\$ 252,400.00
Total Fund 214 - Local Programming Budget		\$ 371,714.00		\$ 371,714.00
That there be appropriated from the <u>CAIN PARK OPERATING FUND, FUND NO. 215</u>				
8901 - Cain Park Admin				
	Personal Services	\$ 208,602.00		\$ 208,602.00
	O.T.P.S	\$ 1,414,700.00		\$ 1,414,700.00
	Total - 8901 Cain Park Admin	\$ 1,623,302.00		\$ 1,623,302.00
8905 - Arts Festival				
	O.T.P.S	\$ 29,600.00		\$ 29,600.00
	Total - 8905 Arts Festival	\$ 29,600.00		\$ 29,600.00
8906 - Theater				
	O.T.P.S	\$ 150,750.00		\$ 150,750.00
	Total - 8906 Theater	\$ 150,750.00		\$ 150,750.00
Total Fund 215 - Cain Park Budget		\$ 1,803,652.00		\$ 1,803,652.00
That there be appropriated from the <u>REC FACILITY IMPR. FUND, FUND NO. 216</u>				
8301 - Park Maint. Admin				
	O.T.P.S	\$ 223,000.00		\$ 223,000.00
	Capital	\$ 400,000.00		\$ 400,000.00
	Total - 8301 Park Maint. Admin	\$ 623,000.00		\$ 623,000.00
Total Fund 216 - Rec Facility Budget		\$ 623,000.00		\$ 623,000.00
That there be appropriated from the <u>INDIGENT DUI TREATMENT FUND, FUND NO. 221</u>				
9101 - Municipal Court				
	O.T.P.S	\$ 60,000.00		\$ 60,000.00
	Total - 9101 - Municipal Court	\$ 60,000.00		\$ 60,000.00
Total Fund 221 - Indigent DUI Treatment		\$ 60,000.00		\$ 60,000.00
That there be appropriated from the <u>MUNI COURT - COMPUTERIZATION FUND, FUND NO. 222</u>				
9101 - Municipal Court				
	Personal Services	\$ 9,814.00		\$ 9,814.00
	O.T.P.S	\$ 30,000.00		\$ 30,000.00
	Capital	\$ 20,000.00		\$ 20,000.00
	Total - 9101 - Municipal Court	\$ 59,814.00		\$ 59,814.00
Total Fund 222 - Muni Ct - Computerization		\$ 59,814.00		\$ 59,814.00
That there be appropriated from the <u>MUNI COURT SPECIAL PROJECTS FUND, FUND NO. 225</u>				
9101 - Municipal Court				
	Personal Services	\$ 24,265.00		\$ 24,265.00
	O.T.P.S	\$ 62,500.00		\$ 62,500.00
	Capital	\$ 30,000.00		\$ 30,000.00
	Total - 9101 - Municipal Court	\$ 116,765.00		\$ 116,765.00
Total Fund 225 - Muni Ct Special Projects		\$ 116,765.00		\$ 116,765.00
That there be appropriated from the <u>LEAD SAFE CUYAHOGA FUND, FUND NO. 226</u>				
5303 - CDBG Pres Office				
	O.T.P.S	\$ 750,000.00		\$ 750,000.00

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Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
	Total - 5303 CDBG Housing Pres Office	\$ 750,000.00		\$ 750,000.00
5701 - Housing Program Grants				
	Personal Services	\$ -	\$ 52,600.00	\$ 52,600.00
	O.T.P.S	\$ -	\$ 945,300.00	\$ 945,300.00
	Capital	\$ -	\$ 28,100.00	\$ 28,100.00
	Total - 5303 CDBG Housing Pres Office	\$ -		\$ 1,026,000.00
Total Fund 226 - Lead Safe Cuyahoga Budget		\$ 750,000.00	\$ 1,026,000.00	\$ 1,776,000.00
That there be appropriated from the <u>C.D.B.G. - COVID FUND, FUND NO. 228</u>				
5203- CDBG Admin Contracts				
	O.T.P.S.	\$ 15,954.00		\$ 15,954.00
	Total - 5203 Admin Contract	\$ 15,954.00		\$ 15,954.00
5220 - CDBG Office on Aging				\$ -
	O.T.P.S.	\$ 70,639.00		\$ 70,639.00
	Total - 5220 CDBG Office on Aging	\$ 70,639.00		\$ 70,639.00
5224- - CDBG Admin				
	O.T.P.S	\$ 33,748.00		\$ 33,748.00
	Total - 5224 CDBG Admin	\$ 33,748.00		\$ 33,748.00
5224- - CDBG Public Works				
	Capital	\$ 214,879.00		\$ 214,879.00
	Total - 5224 CDBG Admin	\$ 214,879.00		\$ 214,879.00
Total Fund 228 - CDBG Covid Budget		\$ 335,220.00		\$ 335,220.00
That there be appropriated from the <u>STREET LIGHTING FUND, FUND NO. 230</u>				
3101 - Finance				
	O.T.P.S	\$ 11,000.00		\$ 11,000.00
	Total - 3101 Finance	\$ 11,000.00		\$ 11,000.00
6211 - Traffic Signals & Lights				
	O.T.P.S	\$ 850,000.00		\$ 850,000.00
	Total - 8301 Park Maint. Admin	\$ 850,000.00		\$ 850,000.00
Total Fund 230 - Street Lighting Budget		\$ 861,000.00		\$ 861,000.00
That there be appropriated from the <u>TREE FUND, FUND NO. 231</u>				
310Z - Operating Transfers				
	Other Financing Uses	\$ 17,455.00		\$ 17,455.00
	Total - 8301 Park Maint. Admin	\$ 17,455.00		\$ 17,455.00
8801 - Forestry				
	Personal Services	\$ 869,613.00		\$ 869,613.00
	O.T.P.S	\$ 350,558.00		\$ 350,558.00
	Capital	\$ 219,700.00		\$ 219,700.00
	Total - 8801 Forestry	\$ 1,439,871.00		\$ 1,439,871.00
Total Fund 231 - Tree Budget		\$ 1,457,326.00		\$ 1,457,326.00
That there be appropriated from the <u>POLICE PENSION FUND, FUND NO. 232</u>				
7201 - Police Pension				
	Personal Services	\$ 281,170.00		\$ 281,170.00
	Total 7201 - Police Pension	\$ 281,170.00		\$ 281,170.00
Total Fund 232 - Police Pension Budget		\$ 281,170.00		\$ 281,170.00
That there be appropriated from the <u>FIRE PENSION FUND, FUND NO. 233</u>				
7301 - Fire Pension				
	Personal Services	\$ 282,000.00		\$ 282,000.00
	Total 7301 - Fire Pension	\$ 282,000.00		\$ 282,000.00
Total Fund 232 - Fire Pension Budget		\$ 282,000.00		\$ 282,000.00
That there be appropriated from the <u>EARNED BENEFITS FUND, FUND NO. 234</u>				
2108 - General Operations				
	Personal Services	\$ 400,000.00		\$ 400,000.00

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Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
	Total 7301 - Fire Pension	\$ 400,000.00		\$ 400,000.00
Total Fund 234 - Earned Benefits Budget		<u>\$ 400,000.00</u>		<u>\$ 400,000.00</u>
That there be appropriated from the <u>FEDERAL MISCELLANEUOS GRANT FUND, FUND NO. 240</u>				
5101 - Planning	O.T.P.S.	\$ 200,000.00		\$ 200,000.00
	Total - 5101 Planning	\$ 200,000.00		\$ 200,000.00
7201 - Police	Personnel	\$ 43,216.00		\$ 43,216.00
	Total - 7201 Police	\$ 43,216.00		\$ 43,216.00
Total Fund 240 - Fed Misc Grants		<u>\$ 243,216.00</u>		<u>\$ 243,216.00</u>
That there be appropriated from the <u>LOCAL FISCAL RECOVERY FUND, FUND NO. 241</u>				
2108 - General Operations	O.T.P.S.	\$ 15,050,000.00	\$ (97,000.00)	\$ 14,953,000.00
	Total - 2108 - General Operations	\$ 15,050,000.00		\$ 14,953,000.00
5101- Planning	Capital	\$ 1,500,000.00		\$ 1,500,000.00
	Total - 5101 Planning	\$ 1,500,000.00		\$ 1,500,000.00
6205 - Sewer Maint	Capital	\$ 13,014,645.00		\$ 13,014,645.00
	Total - 6205 Sewer Maint	\$ 13,014,645.00		\$ 13,014,645.00
7201 - Police Admin	Capital	\$ -	\$ 97,000.00	\$ 97,000.00
	Total - 7201 Police Admin	\$ -		\$ 97,000.00
Total Fund 241 - Local Fiscal Recovery Budget		<u>\$ 29,564,645.00</u>	<u>\$ -</u>	<u>\$ 29,564,645.00</u>
That there be appropriated from the <u>NOPEC FUND, FUND NO. 244</u>				
8201 - Public Property	Capital	\$ 200,000.00		\$ 200,000.00
	Total - 2108 - General Operations	\$ 200,000.00		\$ 200,000.00
Total Fund 244 - NOPEC Budget		<u>\$ 200,000.00</u>		<u>\$ 200,000.00</u>
That there be appropriated from the <u>CEDAR LEE & MEADOWBROOK TIF FUND, FUND NO. 261</u>				
3101 - Finance	O.T.P.S.	\$ -		\$ -
	Total - 3101 Finance	\$ -		\$ -
Total Fund 261 - Cedar Lee & Meadowbrook TIF Budget		<u>\$ -</u>		<u>\$ -</u>
That there be appropriated from the <u>G.O. BOND RETIREMENT FUND, FUND NO. 301</u>				
3101 - Finance	O.T.P.S.	\$ 1,256,425.00		\$ 1,256,425.00
	Total - 3101 Finance	\$ 1,256,425.00		\$ 1,256,425.00
Total Fund 301 - GO Bond Retirement Budget		<u>\$ 1,256,425.00</u>		<u>\$ 1,256,425.00</u>
That there be appropriated from the <u>FINANCED CAPITAL PROJECTS FUND, FUND NO. 402</u>				
1101 - Council	Capital	\$ 10,500.00		\$ 10,500.00
	Total - 1101 Mayor	\$ 10,500.00		\$ 10,500.00
2101 - Mayor	Capital	\$ 575,000.00		\$ 575,000.00
	Total - 1101 Mayor	\$ 575,000.00		\$ 575,000.00
2201 - Management Info Serv.	Capital	\$ 302,000.00		\$ 302,000.00
	Total - 2201 Management Info Services	\$ 302,000.00		\$ 302,000.00

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Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
5101 - Planning	Capital	\$ 314,000.00		\$ 314,000.00
	Total 5101 Planning	\$ 314,000.00		\$ 314,000.00
6201 - DPW	Capital	\$ 500,000.00		\$ 500,000.00
	Total - 6201 DPW	\$ 500,000.00		\$ 500,000.00
6203 - Refuse Collection	Capital	\$ 230,000.00		\$ 230,000.00
	Total 6203 Refuse Collection	\$ 230,000.00		\$ 230,000.00
6207 - Vehicle Maint	O.T.P.S	\$ 230,000.00		\$ 230,000.00
	Total 6207 Vehicle Maint	\$ 230,000.00		\$ 230,000.00
6208 - Street Maint	Capital	\$ 875,000.00		\$ 875,000.00
	Total 6207 Street Maint	\$ 875,000.00		\$ 875,000.00
7201 - Police Admin	Capital	\$ 1,154,155.00	\$ 100,000.00	\$ 1,254,155.00
	Total 7201 Police Admin	\$ 1,154,155.00		\$ 1,254,155.00
7301 - Fire Admin	Capital	\$ 1,190,000.00		\$ 1,190,000.00
	Total 7301 Fire Admin	\$ 1,190,000.00		\$ 1,190,000.00
8201 - Public Property	Capital	\$ 330,000.00		\$ 330,000.00
	Total - 8201 Public Property	\$ 330,000.00		\$ 330,000.00
Total Fund 402 - Finance Capital Projects Budget		\$ 5,710,655.00	\$ 100,000.00	\$ 5,810,655.00
That there be appropriated from the <u>ECONOMIC DEVELOPMENT FUND, FUND NO. 411</u>				
5101 - Planning	O.T.P.S.	\$ 172,000.00		\$ 172,000.00
	Capital	\$ -		\$ -
	Total - 5101 Planning	\$ 172,000.00		\$ 172,000.00
Total Fund 411 - Economic Development Budget		\$ 172,000.00		\$ 172,000.00
That there be appropriated from the <u>CITY HALL MAINT. & REPAIR FUND, FUND NO. 412</u>				
2102 - City Hall Maint Repair	O.T.P.S.	\$ 20,000.00		\$ 20,000.00
	Total - 2102 City Hall Maint	\$ 20,000.00		\$ 20,000.00
Total Fund 412 - City Hall Maint & Repair Budget		\$ 20,000.00		\$ 20,000.00
That there be appropriated from the <u>REFUSE CAPITAL FUND, FUND NO. 416</u>				
6203 - Refuse Collect	Capital	\$ 2,145,000.00		\$ 2,145,000.00
	Total - 6203 Refuse Collect	\$ 2,145,000.00		\$ 2,145,000.00
Total Fund 416 - Refuse Capital Budget		\$ 2,145,000.00		\$ 2,145,000.00
That there be appropriated from the <u>WATER ADMINISTRATION FUND, FUND NO. 601</u>				
6301 - Water Admin	O.T.P.S.	\$ 500.00		\$ 500.00
	Total - 6301 - Water Admin	\$ 500.00		\$ 500.00
6302 - Water Distribution	O.T.P.S.	\$ -		\$ -
	Capital	\$ 1,252,000.00		\$ 1,252,000.00
	Total - 6302 - Water Distrib	\$ 1,252,000.00		\$ 1,252,000.00
6314 - Runnymede	O.T.P.S.	\$ 20,207.00		\$ 20,207.00
	Total - 6314 - Runnmde	\$ 20,207.00		\$ 20,207.00
6326 - Cedar Water	O.T.P.S.	\$ -		\$ -
	Total - 6326 Cedar Water	\$ -		\$ -
Total Fund 601 - Water Administration Budget		\$ 1,272,707.00		\$ 1,272,707.00

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Department	Object	Original Budget ORD#198-2023	Budget Adjustment Ord. #	Amended Budget
That there be appropriated from the <u>SEWERAGE FUND, FUND NO. 602</u>				
6205 - Sewer Maint				
	Personal Services	\$ 1,549,405.00		\$ 1,549,405.00
	O.T.P.S.	\$ 772,300.00		\$ 772,300.00
	Capital	\$ 3,711,725.00		\$ 3,711,725.00
	Other Financing Sources	\$ 12,000.00		\$ 12,000.00
	Total - 6205 - Sewer Maint	\$ 6,045,430.00		\$ 6,045,430.00
6301 - Water Admin				
	O.T.P.S.	\$ 8,000.00		\$ 8,000.00
	Total - 6301 - Water Admin	\$ 8,000.00		\$ 8,000.00
6326 - Cedar Water				
	O.T.P.S.	\$ 4,267.00		\$ 4,267.00
	Total - 6326 Cedar Water	\$ 4,267.00		\$ 4,267.00
Total Fund 602 - Sewer Budget		<u>\$ 6,057,697.00</u>		<u>\$ 6,057,697.00</u>
That there be appropriated from the <u>PARKING FUND, FUND NO. 603</u>				
6210 - Parking Dept				
	O.T.P.S.	\$ 823,900.00		\$ 823,900.00
	Non-Government	\$ 2,000.00		\$ 2,000.00
	Total - 6210 Parking Dept	\$ 825,900.00		\$ 825,900.00
Total Fund 603 - Parking Budget		<u>\$ 825,900.00</u>		<u>\$ 825,900.00</u>
That there be appropriated from the <u>REFUSE FUND, FUND NO. 605</u>				
6203 - Refuse Collect				
	Personal Services	\$ 2,863,526.00		\$ 2,863,526.00
	O.T.P.S.	\$ 1,311,974.00		\$ 1,311,974.00
	Capital	\$ 33,000.00		\$ 33,000.00
	Total - 6203 Refuse Collect	\$ 4,208,500.00		\$ 4,208,500.00
Total Fund 605 - Refuse Budget		<u>\$ 4,208,500.00</u>		<u>\$ 4,208,500.00</u>
That there be appropriated from the <u>ALS AMBULANCE SERVICES FUND, FUND NO. 606</u>				
7304 - Ambulance Services				
	Personal Services	\$ 536,696.00		\$ 536,696.00
	O.T.P.S.	\$ 397,350.00		\$ 397,350.00
	Capital	\$ 270,791.00		\$ 270,791.00
	Total - 7304 Ambulance Services	\$ 1,204,837.00		\$ 1,204,837.00
Total Fund 606 - ALS Ambulance Services Budget		<u>\$ 1,204,837.00</u>		<u>\$ 1,204,837.00</u>
That there be appropriated from the <u>HOSPITALIZATION SELF-INS FUND, FUND NO. 701</u>				
3101 - Finance				
	Personal Services	\$ 7,548,162.00		\$ 7,548,162.00
	Total - 3101 Finance	\$ 7,548,162.00		\$ 7,548,162.00
Total Fund 701 Hospitalization Budget		<u>\$ 7,548,162.00</u>		<u>\$ 7,548,162.00</u>
That there be appropriated from the <u>OFFICE ON AGING FUND, FUND NO. 804</u>				
8501 - Off On Aging Admin				
	O.T.P.S.	\$ 1,750.00		\$ 1,750.00
	Total - 8501 - Off On Agin Admin	\$ 1,750.00		\$ 1,750.00
Total Fund 804 Office on Aging Budget		<u>\$ 1,750.00</u>		<u>\$ 1,750.00</u>
That there be appropriated from the <u>YOUTH RECREATION FUND, FUND NO. 808</u>				
8101 - Community Services Admin				
	Other Financing Uses	\$ 40,000.00		\$ 40,000.00
	Total - 89101 Community Services Admin	\$ 40,000.00		\$ 40,000.00
Total Fund 808 Youth ReceptionsBudget		<u>\$ 40,000.00</u>		<u>\$ 40,000.00</u>
That there be appropriated from the <u>JUVENILE DIVERSION PROG FUND, FUND NO. 811</u>				

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7209 - Juvenile Diversion				
	O.T.P.S.	\$ 5,000.00		\$ 5,000.00
	Total - 7209 Juvenile Diversion	\$ 5,000.00		\$ 5,000.00
Total Fund 811 Juvenile Diversion		\$ 5,000.00		\$ 5,000.00
That there be appropriated from the FLEXIBLE SPENDING , FUND NO. 850				
3101 - Finance				
	Other Financing Uses	\$ 110,000.00		\$ 110,000.00
	Total - 3101 Finance	\$ 110,000.00		\$ 110,000.00
Total Fund 850 Flexible Spending		\$ 110,000.00		\$ 110,000.00
That there be appropriated from the SALES TAX FUND, FUND NO. 857				
3101 - Finance				
	Other Financing Uses	\$ 50.00		\$ 50.00
	Total - 3101 Finance	\$ 50.00		\$ 50.00
Total Fund 857 Sales Tax Budget		\$ 50.00		\$ 50.00
That there be appropriated from the MISCELLANEOUS AGENCY FUND, FUND NO. 858				
3105 - Unclaimed Money				
	Other Financing Uses	\$ 15,000.00		\$ 15,000.00
	Total - 3105 Unclaimed Money	\$ 15,000.00		\$ 15,000.00
7201 - Police Admin				
	O.T.P.S.	\$ 40,000.00		\$ 40,000.00
	Total - 7201 Police Admin	\$ 40,000.00		\$ 40,000.00
7401 - Building Services				
	Other Financing Uses	\$ 45,600.00		\$ 45,600.00
	Total - 7401 Building Services	\$ 45,600.00		\$ 45,600.00
Total Fund 858 Misc. Agency Budget		\$ 100,600.00		\$ 100,600.00
Total 2024 Budget		\$ 133,488,388.00	\$ 1,126,000.00	\$ 134,614,388.00

PROPOSED: 02/20/2024

ORDINANCE NO. 020-2024(CRR), *First Reading*

By Vice President Russell

An Ordinance authorizing funding for lifeguard positions for community swim events at the Cleveland Heights University Heights High School Pool.

WHEREAS, there is a need for indoor swim facilities for City residents particularly during the winter season; and

WHEREAS, this Council supports the idea of residents utilizing Heights High School pool {the "Pool") when it is not needed for school purposes; and

WHEREAS, it is necessary for the safety and well-being of our community members utilizing the Pool that lifeguards be present when residents are swimming; and

WHEREAS, this Council therefore proposes this Ordinance to provide funding for lifeguards for community swimming events; and

WHEREAS, through the passage of this Ordinance we affirm our dedication to providing a safe aquatic recreational space for City residents, particularly our students and families who wish to use the Pool.

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

SECTION 1. This Council hereby allocates up to Twenty-five Thousand dollars (\$25,000.00) annually for the costs of providing certified lifeguards at the Heights High School Swimming Pool for the period of September 1 through May 31.

SECTION 2. 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 newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest time permitted by law.

TONY CUDA
President of Council

RESOLUTION NO. 020-2024(PSH)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Date: February 7, 2024

To: City Council

From: Kelly Ledbetter, Parks and Recreation Director

Subject: RES 021-2023(CRR) - Clean Ohio Trail Fund Grant Legislation

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

Clean Ohio Trail Funds are being requested for the portions of two (2) trails (1) the Lee Road Connection Shared-Use Trail and 2) the Park Drive Shared-Use Trail) located in Cleveland Heights.

The City of Shaker Heights is preparing a complementary project request to ODNR for the same trails within their jurisdiction. The advantage of applying separately is the ability to potentially double the award amount.

The importance of applying for this funding now is that it will allow Cleveland Heights to provide the required match for the ODNR grant with NEORSDD funds that are currently being used for the restoration project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Application submittal deadline is March 15, 2024.

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

If yes, why? Application submittal deadline is March 15, 2024.

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 NEORSDD expenditures as match rather than having to use City funds.

Proposed: 02/20/2024

RESOLUTION NO. 021-2024(CRR),
First Reading

By Mayor Seren

A Resolution supporting and authorizing the Mayor to submit an application to the Ohio Department of Natural Resources' Clean Ohio Trails Fund Program for a grant under the program, and to accept funding if awarded; 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 City of Shaker Heights is preparing a complementary project intended to connect with our Cleveland Heights trails; and

WHEREAS, the Ohio Department of Natural Resources ("ODNR") has a Clean Ohio Trails Fund Program; and

WHEREAS, a portion of the NEORSD expenses for the earthwork required for the larger Doan Brook Restoration project may be utilized as match for this grant; and

WHEREAS, this Council has determined that it would be in the City's best interest to pursue funding via the Clean Ohio Trails Fund Program that will support the improvements of the Doan Brook Restoration area.

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

SECTION 1. The Mayor is hereby authorized to apply for funding, and if awarded, enter into a Clean Ohio Trails Fund Grant Agreement ("Agreement") with the Ohio Department of Natural Resources and execute other related documents necessary for the purposes of that Agreement. The Agreement shall provide for funding in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00).

SECTION 2. 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.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure 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, the provision of matching funds, and other reasons expressed in the

RESOLUTION NO. 021-2024(CRR)

recitals and other provisions herein. 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.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 02/20/2024

ORDINANCE NO. 026-2024(AS), *First Reading*

By Vice President Russell

An Ordinance to establish a living wage for employees of the city of Cleveland Heights in order to promote the economic well-being of its workforce, reduce income inequality, and ensure that city employees can meet their basic needs.

WHEREAS, under Article V, Section 4 of the City Charter, this Council must fix by ordinance the salary, rate, or amount of compensation of the officers and employees of the City; and

WHEREAS, this Council believes that all employees of the City should be paid at least enough to meet their basic needs including food, shelter, clothing, health care, transportation and other necessities.

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

SECTION 1. "Living Wage" shall mean a wage that is sufficient to enable employees to support themselves and their families covering basic needs such as housing, food, healthcare, transportation, and other essential expenses.

SECTION 2. "City Employee" shall refer to any individual employed by the city of Cleveland Heights, whether on a full time, part time, temporary or seasonal basis.

SECTION 3. The City of Cleveland Heights shall establish a living wage standard for all City Employees.

SECTION 4. The Mayor in consultation with the finance director and the human resources director shall be responsible for determining the specific Living Wage rate, based on the local costs of living taking into consideration factors such as housing costs, transportation expenses and health care costs. The Living Wage shall be reviewed and adjusted annually to assure that it remains in line with the local cost of living.

SECTION 5. All City Employees shall be paid not less than the then-applicable Living Wage.

SECTION 6. 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 newspaper of general circulation in the City of Cleveland Heights.

SECTION 7. This Ordinance shall take effect and be in force from and after the earliest time permitted by law.

TONY CUDA
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved by Mayor: _____

KAHLIL SEREN
Mayor



Date: 1/24/2024

To: Addie Balester, Clerk of Council

From: Brian Iorio, Ast. Dir. Community Development

Subject: Year 45 (2019) CDBG-CV Annual Action Plan Substantial Amendment

Purpose Statement:

To amend the 2019 CDBG Annual Action Plan in order to allow for changes in the uses of CDBG CARES Act (CDBG-CV) funding. This amendment would remove funds from the broad categories of "Emergency Assistance" (\$243,459) and "Subrecipient Support" (\$20,218) to "Senior Assistance" (\$70,639) and "Outdoor Public Spaces" (\$193,038). The Outdoor Public Spaces category will assist in the funding of capital improvements at Cain Park and Coventry PEACE Park.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

N/a

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

If yes, why?

N/a

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

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

N/a

Proposed: 02/05/2024

RESOLUTION NO. 014-2024(PD),
Second Reading

By Mayor Seren

A Resolution authorizing the Mayor to submit the Amended Community Development Block Grant entitlement application and plan for the year beginning January 1, 2019.

WHEREAS, the City has participated, and does now participate, in the Community Development Block Grant program; and

WHEREAS, the receipt of such funds has been extremely helpful to this City in accomplishing its goals; and

WHEREAS, the City has been awarded CDBG-CV funds originating from the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act); and

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 with the Department of Housing and Urban Development of the United States Government and any required review agencies, for the program year beginning on January 1, 2019, the Community Development Block Grant entitlement submittal, a copy of which is on file with the Clerk of Council and copies of which will have been reviewed by members of Council. A copy of the CDBG-CV amended budget, attached hereto as Exhibit A, is presently on file with the Clerk of Council and describes the activities and the proposed amount of expenditures to be approved by this Council for each such activity during the duration of the CDBG-CV program.

SECTION 2. The Mayor is further authorized and directed to sign any and all forms, applications, or other documents necessary to obtain funding for these described programs, to submit such documents to the proper reviewing agencies within the time permitted by law and to enter into contract with the subrecipient organizations of Community Development Block Grant funds as detailed in Exhibit A and in the 2024 Annual Action Plan.

SECTION 3. The Mayor be, and he is hereby, further authorized to file with HUD and any required reviewing agencies the Annual Action Plan for 2029, a copy of which was made available for review beginning on January 12, 2024, on the City's website and in the Cleveland Heights Planning Department for at least thirty (30) days.

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.

RESOLUTION NO. 014-2024(PD)

SECTION 5. This Ordinance shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

CDBG-CV

Proposed Allocations

General Program for Approval	Round 1 Approved Budget	Round 3 Approved Budget	Intended Uses	Total Costs	Expended	Obligated	Funds Available	Proposed Reallocation
CDBG Administration	\$ 91,215.00	\$ 39,745.80	Admin	\$ 130,960.80	\$ 97,212.85	\$ -	\$ 33,747.95	
Emergency Assistance	\$ 550,000.00	\$ 158,983.20	Office on Aging	\$ 90,000.00	\$ 19,360.51	\$ -	\$ 70,639.49	\$ (70,639.49)
			Food Assistance	\$ 50,000.00	\$ 32,642.08	\$ -	\$ 17,357.92	\$ (17,357.92)
			Rent/Mortgage Assistance	\$ 525,983.20	\$ 400,000.00	\$ -	\$ 125,983.20	\$ (125,983.20)
			Counseling Services (Housing, Financial and Benefits)	\$ 43,000.00	\$ 13,521.75	\$ -	\$ 29,478.25	\$ (29,478.25)
Commercial District Revitalization	\$ 290,000.00		Microenterprise Development	\$ 90,000.00		\$ 90,000.00	\$ -	\$ -
			Small Business Adaptation Grants	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Subrecipient Support	\$ 25,000.00		Subrecipient Pandemic Adaptation Support	\$ 25,000.00	\$ 4,781.80	\$ -	\$ 20,218.20	\$ (20,218.20)
Outdoor Public Spaces			Cain Park Playground	\$ 93,037.57				\$ 93,037.57
			PEACE Park Accessibility	\$ 100,000.00				\$ 100,000.00
Senior Assistance			TBD					\$ 70,639.49
TOTAL	\$956,215.00	\$198,729.00		\$1,347,981.57	\$667,518.99	\$190,000.00	\$297,425.01	\$0.00

April 30, 2020 - CAC Public Hearing (CDBG-CV1)

May 4, 2020 - Council Approval: 5-year Con Plan, Annual Action Plan 2020 and 2019 amendment for COVID

October 20, 2020 - CAC Public Hearing (CDBG-CV3)

January 17, 2024 - CAC Public Hearing (Substantial Amendment)

EXHIBIT B

City of Cleveland Heights

Year 45 (2019) Annual Action Plan

Substantial Amendment: 2024



CLEVELAND HEIGHTS

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Five-Year Consolidated Plan (FY 2015-2019) for the City of Cleveland Heights described the needs of low- and moderate-income residents, persons with special needs, and homeless individuals and families. The Strategic Plan section outlined the goals, strategies, partners, and anticipated financial resources that will be available to implement projects using HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. This document, the Annual Action Plan, sets forth the specific projects that will be implemented during FY 2019. At the conclusion of each year, the City submits the Consolidated Annual Performance and Evaluation Report (CAPER), describing the results in implementing projects.

HUD funding is intended to assist individuals and families that earn less than 80% of the Median Family Income (MFI) in a metropolitan area. HUD defines these categories based upon household income, adjusted for family size. The maximum income for a family of four in 2018 is: \$25,100 (0-30% of MFI), \$35,350 (31-50% of MFI), and \$56,550 (51-80% of MFI).

Cuyahoga Housing Consortium

The City of Cleveland Heights is a member of the Cuyahoga Housing Consortium. The five Consortium members – the HUD entitlement jurisdictions of Cleveland Heights, Euclid, Lakewood, Parma, and the Cuyahoga County Urban County – formed the HUD-approved Consortium in the early 1990's to leverage HOME program funds for their communities. By acting jointly, the funding amount received by the group is greater than the amount of money that could be obtained by the jurisdictions individually. The Consortium also uses the opportunity of having 55 communities working together – representing 66% of all county residents (850,000) – to ensure broader planning and coordination on affordable housing issues within Cuyahoga County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

HOUSING NEEDS

Cleveland Heights has 19,530 households and 46,384 persons (2010-14 ACS). Housing affordability is one of the most prevalent housing problems. Poverty also continues to put low-income individuals and families with children at-risk.

The Cleveland/Cuyahoga County Office of Homeless Services (OHS) collects data on the extent and nature of homelessness in Cuyahoga County through the Continuum of Care (CoC) providers utilizing HMIS. The City does not receive HUD Emergency Solutions Grant funds, however residents can utilize the CoC's services.

HUD has defined a number of special needs categories of persons within the low- and moderate-income population. A network of providers delivers housing and supportive services in Cuyahoga County to meet the needs of special needs populations.

HOUSING MARKET

Cleveland Heights had over two-thirds of its housing construction occur pre-1950. According to the 2007-11 American Community Survey almost 88% of the 22,223 housing units in the City were occupied and 12% were vacant. Of the occupied housing units, about 58% were owner-occupied, while 42% were renter-occupied.

The overall housing market in Cleveland Heights has remained relatively affordable. During the Great Recession, rents remained stagnant and home values fluctuated substantially. In recent years, the median home sales price has stabilized and started to increase. No significant change is anticipated in the overall affordability of the housing market relative to home values or rent levels.

About 94% of the housing units in the City were built in 1979 or earlier, meaning that maintenance is an ongoing need. Lead based-paint (LBP) hazard is an ongoing issue due to the quantity of pre-1980 housing stock. While lead remediation has occurred in a limited number of units, childbirth and/or the movement of households to unremediated units creates new situations of LBP hazards for small children.

STRATEGIC PLAN

The City of Cleveland Heights has identified four goals, through which activities will be implemented:

Improve, Maintain, and Expand Affordable Housing: provide programs for renters and owners, including down-payment assistance, home improvement, weatherization/energy efficiency, and correction of building code violations. Eligible areas will receive building code enforcement services.

Revitalize Residential Neighborhoods: improve the physical condition, health, and safety of neighborhoods with projects such as improvements to rights-of-way, water and/or sewer lines, and/or public facilities. The City may also fund activities to demolish blighted structures.

Provide Needed Public Services: focus on the elderly, frail elderly, persons with physical disabilities, and persons with developmental disabilities to improve the condition and energy efficiency of housing, as well as services to assist persons to remain in their homes.

The City will also assist public service activities on issues such as – but may not be limited to – youth, diversity, food assistance, homebuyer/foreclosure counseling, and fair housing.

Increase Economic Opportunities: provide public infrastructure improvements to aid economic development; assist commercial or industrial firms with rehabilitation, removal of blighted structures or conditions in commercial districts, and/or new construction activities designed to create or retain jobs; eliminate substandard or blighted building conditions.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Anticipating that housing market conditions will gradually continue to improve, the City of Cleveland Heights will continue to program its Community Development Block Grant and HOME funds for activities that significantly address neighborhood and community issues. For example, housing rehabilitation work eliminates significant health and safety deficiencies; the downpayment assistance program strengthens neighborhoods and supports community property values by creating new homeowners; code enforcement activities over time have resulted in a decrease in the number of housing units with serious exterior violations; and the storefront renovation and commercial loan programs strengthen local businesses and retain/create jobs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the development of the FY 2019 Annual Action Plan, the City of Cleveland Heights utilized notices in a newspaper of general circulation, public meetings, and internet outreach to solicit public comment. During the 30-day public comment period, hard copies of the documents were available in public places, such as government offices and libraries. The public notices and documents were also posted on the City's website.

The City of Cleveland Heights has a Citizens Advisory Committee (CAC), which reviewed funding proposals from the local government and nonprofit organizations. In a series of public meetings, the CAC hosted presentations from the applicants and discussed the proposals. The CAC presented their FY 2019 Annual Action Plan funding recommendations to Cleveland Heights City Council. The Council held discussions at committee-of-the-whole and full Council meetings and approved the document.

The City held a Public Hearing to review the proposed allocation of CDBG-CV3 on October 20, 2021. No comments were received. A second Public Hearing to review this amended plan occurred on January 26, 2021. No comments were received.

The City is holding a Public Hearing on January 17, 2024 to review the substantial amendment. Any public comments received will be entered into this document. A public notice was placed in the Sun News on January 11, 2024 announcing the Public Hearing and the Public Comment Period that begins on January 12, 2024 and ends on February 12, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The Draft 2019 Annual Plan was presented to the Citizens Advisory Committee at a Public Hearing on November 20, 2018. Members were frustrated that City Council approved in their entirety the recommendations put forth by City Staff at the Council meeting in November. Three comments were received during the public comment period. The first was in regards to the funding of non-profits that promote the use of the School Choice Voucher for non-public schools that is allowed by the State of Ohio. The second comment supported the first comment but also added that the Cedar Lee Mini-Park is not in need of improvement. The third comment was from the CAC asking for better communication between the CAC and Council so as to better understand the priorities of both bodies.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The City of Cleveland Heights worked closely with our residents through our Citizens Advisory Committee and partner organizations to consider the needs of the community. City Council considered all recommendations and determined the final budget for CDBG funding accordingly.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLEVELAND HEIGHTS	

CDBG Administrator	CLEVELAND HEIGHTS	Dept. of Planning & Development

Table 1 – Responsible Agencies

Narrative

This section intentionally left blank

Consolidated Plan Public Contact Information

Brian T. Iorio, City Planner, City of Cleveland Heights, Department of Planning and Development, 40 Severance Circle, Cleveland Heights, Ohio 44118; telephone 216-291-4878; email NMclaughlin@clvhts.com

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

This section is intentionally left blank.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The following are several examples of existing coordination between public and assisted housing providers and private and government health, mental health, and service agencies in Cuyahoga County that have the potential to involve residents of Consortium jurisdictions:

- While being treated for mental health issues that require a stay in an institutional setting, persons may be located in either a public or private facility. Upon release, it is the portion of this group in the public facilities that is more likely to be at-risk of homelessness. The Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board of Cuyahoga County, through its network of provider agencies, works to retain and add housing units for persons that are part of the mental health system caseload. The housing units can include public or assisted housing, depending upon the circumstances of the person involved.
- There are also persons released from physical health institutions that could be at-risk of homelessness, such as persons who have lost employment during their hospital stay, do not have sufficient savings to pay ongoing housing and housing-related costs during their hospital stay, and do not have a support network of other persons to assist them through this period. Social workers at physical health institutions have access to resources such as United Way of Greater Cleveland's 211/First Call For Help, an information clearinghouse staffed 24-hours-a-day to provide information on a variety of health, housing, and human service needs. In addition to United Way and its more than 100 partner organizations, the Cleveland/Cuyahoga County Office of Homeless Services is also available to assist in an effort to prevent a homelessness situation from occurring.
- Cuyahoga Metropolitan Housing Authority police officers participate in a training program to better handle social problems they confront, such as poverty, domestic violence, drug abuse, and child welfare. The project is a partnership that includes CMHA, Case Western Reserve University, Partnership for a Safer Cleveland, and Kent State University. For example, officers will be able to refer at-risk youth and their families to social services agencies to address their problems. Counselors will respond within 72 hours for mental health, substance abuse, and child welfare needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Housing providers and health and service agencies in Cuyahoga County have a long record of working together to address the needs of homeless persons, including the chronically homeless, families with children, veterans, and unaccompanied youth, as well as persons at risk of homelessness. The following are selected projects.

Guaranteed Access to Shelter

The Cleveland/Cuyahoga County Continuum of Care (CoC) and government officials, county and city departments, and non-profit housing and service providers guarantee that everyone will have access to emergency shelter, or, if a shelter is full, transportation and space at another facility.

HousingFirst Initiative (HFI)

HFI is a successful public/private partnership effort to develop permanent supportive housing and end chronic homelessness countywide. HFI moves chronically homeless persons into stable housing and then links the person to comprehensive support services on-site. About 80% of residents remain in their apartments, with almost all engaged in services. The rate of emergency room visits and hospitalizations has been substantially reduced. About 20% of the residents move on to more independent housing situations and/or reunite with family. Only a small percentage of persons return to a shelter.

Hospital Protocols for the Homeless

One difficulty for shelters, hospitals, and homeless persons who are hospitalized is when the patient is about to be discharged. If the patient has recovered sufficiently, the hospital cannot continue to keep him/her, however a shelter often does not have the medical expertise or appropriate accommodations to care for someone with more extensive medical needs. Through the Care Alliance and the CoC, a coalition of shelter providers, hospital social work staff and administrators, and local foundations implemented screening guidelines at time of discharge. If the patient is homeless at discharge but does not meet ten basic, functioning measures, the hospital sends the patient to a nursing home or alternative care facility until such time as the person can be safely discharged to a non-medical living situation.

211/First Call for Help

The United Way of Greater Cleveland administers this 24-hour/7 day-a-week hot line. This resource, developed collaboratively by United Way and social service providers, allows anyone, including homeless persons or persons at risk of homelessness, to call with questions regarding service needs and receive an answer or a referral on the spot. United Way also provides a searchable internet database, available free at any library.

Discharge Policies

The McKinney-Vento Act requires State and local governments to develop and implement Discharge Coordination Policies and Protocols to ensure that a person being discharged from a publically funded institution or system of care, such as health care facility, foster care or other youth facility, or correction program and institution, is not discharged into homelessness. The CoC has adopted existing State policies and procedures or developed its own policies and procedures to address this need.

Cuyahoga County Office of Re-Entry

The Cuyahoga County Office of Re-entry addresses the needs of persons returning to Cuyahoga County from the Ohio Department of Rehabilitation and Correction. In collaboration with the City of Cleveland, United Way, and local foundations, the comprehensive re-entry strategies include housing, behavioral health access, and employment support. For youths, the Ohio Department of Youth Services' (ODYS) written policy is to return youth to their own home, if possible. Release planning for all youth begins within 60 days of admission to the facility and continues for the duration of commitment.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cleveland Heights is not a recipient of Emergency Solutions Grant funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Alcohol Drug Addiction & Mental Health Services Board of Cuyahoga County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Services - Victims Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members and the Continuum of Care have policy and program discussions with this agency on an ongoing basis to address the needs of county residents.
2	Agency/Group/Organization	City of Cleveland Heights - Housing Programs
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City department and the City Department of Planning and Development have policy and program discussions on an ongoing basis to address the housing needs of Cleveland Heights residents.
3	Agency/Group/Organization	City of Cleveland Heights - Office on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City office and the City Department of Planning and Development have policy and program discussions on an ongoing basis to address the needs of elderly Cleveland Heights residents.
4	Agency/Group/Organization	Cleveland/Cuyahoga County Office of Homeless Services
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members work with OHS staff, its Advisory Board, and committees on an ongoing basis to coordinate the needs of homeless and at-risk homeless county residents.
5	Agency/Group/Organization	Cleveland Tenants Organization
	Agency/Group/Organization Type	Service-Fair Housing Non-Profit organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As an organization providing fair housing services to the City of Cleveland Heights, the Department of Planning and Development and CTO have policy and program discussions on an ongoing basis to address housing issues in Cleveland Heights.
6	Agency/Group/Organization	Cuyahoga County Board of Developmental Disabilities
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium and the Continuum of Care have policy and program discussions with this agency on an ongoing basis to address the needs of county residents.

7	Agency/Group/Organization	Cuyahoga County Board of Health
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. Consortium members and this agency jointly plan, implement, and administer programs that are part of the countywide lead-based paint strategy.
8	Agency/Group/Organization	Cuyahoga County Department of Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. This agency is the lead entity for the Cuyahoga Housing Consortium for HOME funds. Consortium members partner with this agency on economic development projects.
9	Agency/Group/Organization	Cuyahoga County Department of Public Works
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Non-housing community development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis to address the infrastructure needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas.
10	Agency/Group/Organization	Cuyahoga County Fiscal Office
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis related to real estate data for county communities. Condition of housing data was obtained from this agency and analyzed as part of this plan.
11	Agency/Group/Organization	Cuyahoga County Land Reutilization Corporation
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address foreclosure and property disposition issues in county communities. Consortium members and this agency jointly plan and implement projects that impact low- and moderate-income areas, including acquisition, sale, demolition, and rehabilitation of buildings.
12	Agency/Group/Organization	Cuyahoga County Planning Commission
	Agency/Group/Organization Type	Other government - County Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis related to planning, community development, and neighborhood revitalization issues. As a U.S. Census Bureau affiliate, this agency also provides data, data analysis, and customized products to Consortium members. This agency served as the consultant to the Consortium in the preparation of this plan.
1 3	Agency/Group/Organization	Cuyahoga Metropolitan Housing Authority
	Agency/Group/Organization Type	PHA Regional organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. In addition, on a regular basis this agency shares countywide program usage information with the member communities.
1 4	Agency/Group/Organization	FutureHeights
	Agency/Group/Organization Type	Services-Education non-profit organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing community development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis concerning neighborhood revitalization and various community issues.
1 5	Agency/Group/Organization	Greater Cleveland Regional Transit Authority
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development Non-housing community development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis to address the current public transit system and needs of county communities, particularly the impact on low- and moderate-income areas.
1 6	Agency/Group/Organization	Heights Community Congress
	Agency/Group/Organization Type	Service-Fair Housing Non-profit organization
	What section of the Plan was addressed by Consultation?	Fair housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As an organization providing fair housing services to the City of Cleveland Heights, the Department of Planning and Development and HCC have policy and program discussions on an ongoing basis to address housing issues in Cleveland Heights.
1 7	Agency/Group/Organization	Heights Hillcrest Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights Department of Planning and Development and the Chamber of Commerce have policy and program discussions on an ongoing basis to address economic development issues in Euclid. The City of Cleveland Heights is a member of the Board of Directors.
18	Agency/Group/Organization	Home Repair Resource Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Non-profit organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis to address the housing needs of Cleveland Heights residents and housing market issues in Cleveland Heights.
19	Agency/Group/Organization	Northeast Ohio Areawide Coordinating Agency
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Non-housing community development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the infrastructure and transit needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas. All five Consortium jurisdictions have seats on the NOACA Board of Directors.

20	Agency/Group/Organization	Northeast Ohio First Suburbs Consortium
	Agency/Group/Organization Type	Regional organization Planning organization Non-profit organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The eighteen community members of this Council of Governments work to maintain and revitalize their mature, developed communities and raise public and political awareness of the problem and inequities associated with urban sprawl and urban disinvestment. Cuyahoga County has policy and program discussions with this organization on an ongoing basis to address housing and other community needs. The four suburban members of the Cuyahoga Housing Consortium (Cleveland Heights, Euclid, Lakewood, and Parma) are members of the organization.
21	Agency/Group/Organization	Northeast Ohio Regional Sewer District
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Non-housing community development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address sewer infrastructure needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas. Note: Euclid and Lakewood manage their own sewer infrastructure.
22	Agency/Group/Organization	Parma Public Housing Agency
	Agency/Group/Organization Type	PHA Regional organization

What section of the Plan was addressed by Consultation?	Public Housing Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. In addition, this agency makes available countywide program usage information.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of
Continuum of Care	Cleveland/ Cuyahoga County Continuum of Care	The Consolidated Plan Strategic Plan goals support the goals of the Continuum of Care. The Continuum of Care (CoC) is a partnership of public, private, and non-profit organizations that serve all 59 communities in Cuyahoga County and coordinates the CoC, an extensive network of public, private, and non-profit agencies that provide, either directly or indirectly, assisted housing, health services, and other services to persons in Cuyahoga County who are chronically homeless, homeless, or are at-risk of homelessness. For more information, please visit the Print for Change http://development.cuyahogacounty.us/pdf_development/en-US/202009HPRPBlue%20Print.pdf
Economic Development Plan	Cuyahoga County	This plan, updated annually by Cuyahoga County government, focuses on the areas of investment, collaboration, and education as themes for County economic development. The plan is primarily intended to be implemented with funds other than dollars provided by the federal government. Investments should create high-quality, well-connected places, ensure access to jobs and careers, and accelerate business growth. The Consolidated Plan Strategic Plan goals reinforce these investment objectives of the Cuyahoga County Economic Development Plan. For more information, please visit the http://development.cuyahogacounty.us/en-US/EDCPlan-ExeSummary-053111.aspx

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of
Rebuilding as One: A Common Sense Approach to Hous	Northeast Ohio First Suburbs Consortium	This 2013 report outlines issues and strategies to address housing issues, particularly in the suburbs that geographically form the first ring of development beyond Cleveland. County Economic Development Plan goal of creating high-quality, well-connected communities for residents with great communities to live, work, and play, the report emphasizes strategies in four policy areas of preserving older housing stock, reducing vacancy and blight, promoting stability. The Consolidated Plan Strategic Plan goals focus significant housing investment in existing housing through rehabilitation and homebuyer programs plus code enforcement. The strategies of the Rebuilding as One report. http://www.organizeohio.org/uploads/2/8/7/7/2877533/fsc_county_housing_po
Vibrant NEO 2040	Northeast Ohio Sustainable Communities Consortium Initiative	Funded by a HUD/USDOT/USEPA Partnership for Sustainable Communities Initiative, this regional project guided by 33 organizations developed a vision for the future of Northeast Ohio. Objectives include promoting investment in established communities, developing new employment opportunities, and enhancing the regional transportation system. The Consolidated Plan Strategic Plan goals focus on investing funds in housing, businesses, and infrastructure in neighborhoods, commercial districts, and industrial areas, which reinforce the goals of the Vibrant NEO 2040. http://vibrantneo.org
Western Reserve Plan	Cuyahoga County	This 2012 document approved by Cuyahoga County government is a framework for consolidating and improving service delivery among the many communities in the county. It identifies 12 key areas including incorporating economic inclusion as a guiding principle in all strategies, adopting a collaborative approach to the foreclosure crisis and its aftermath, and coordinating public and private resources to address human service needs. The Consolidated Plan goals focus on investing funds in economic opportunities, housing programs, and moderate-income individuals and families, which reinforce the goals of the Western Reserve Plan. http://www.westernreserveplan.org

Table 3 - Other local / regional / federal planning efforts

Narrative

Annual Action Plan

2019

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This section intentionally left blank.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Cleveland Heights takes actions to encourage participation by all residents. For example, the City conducts outreach on a communitywide basis through various types of media, such as community based newspapers and newsletters, websites, and public access cable TV channels. Outreach is also expanded through members of citizen advisory committees or special interest groups, as well as program subrecipients. Outreach is also conducted at community facilities, such as posting notices at recreation centers, senior centers, libraries, and municipal buildings. These actions increase the opportunity for residents from throughout the community to participate in the process, including low- and moderate-income residents, minorities, and residents living in HUD-assisted housing.

The City also undertakes the following types of actions to encourage citizen involvement:

- Translation services can be provided for non-English speaking residents.
- Meeting locations and office space housing staff are accessible to persons with disabilities.
- Meetings, hearings and all other public activities are scheduled at times and locations convenient to encourage attendance.
- Reasonable and timely access is provided to information and records relating to the Consolidated Plan and use of HUD assistance.
- The City has a Citizen Participation Plan, which is available on request.

The table shows the public comment process undertaken by Cleveland Heights. The public meetings were publicized in a newspaper of general circulation within the community. Citizens were invited to provide comments via telephone, mail, or email. During the 30-day public comment period, copies of the Annual Plan document were available in public places, such as government offices and libraries. The document was also posted on the City's website.

All public meetings were held on weekday evenings at City Hall which is accessible to persons with disabilities. The discussions included presentations of background information, data, and priorities, and time was allotted for audience questions.

CDBG-CV related amendments to this plan were advertised on the City's website and followed a 5-day public comment period. Copies of the plan were posted to the City's website (www.clevelandheights.com/CDBG). The 2024 CDBG-CV Substantial Amendment Public Hearing and Public Comment Period were advertised in the Sun News on January 11, 2024.

City staff provided technical assistance to groups developing proposals for funding assistance under the Consolidated Plan. Offers of technical assistance are included as part of application materials, published

notices, and/or made verbally during group meetings. Staffs also provide their contact information on their respective websites. Technical assistance, on a one-on-one basis, often includes explanations concerning programs, potential projects, application procedures, or application content.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	The City published a public notice in the Sun Press on May 10, 2018 asking for citizen views regarding the development of goals and objectives for Fiscal Year 2019 (YR45). The meeting was also listed on the City's website.	n/a	n/a	
2	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee Public Hearing to discuss Goals and Objectives for FY 2019 (YR45) was held May 15, 2018, Cleveland Heights City Hall. 7:30 p.m.	No comments were received at the public hearing.	n/a	

3	Newspaper Ad	Non-targeted/broad community	The City published display advertisements in the Sun Press on August 2, 2018, and August 9, 2018 inviting the public to attend Public Hearings held on August 7, 2018 and August 14, 2018 where they could hear presentations from organizations requesting CDBG funding for 2019. The public was also invited to comment on how Federal funds can make a difference in the community. The meetings were also listed on the City's website and flyers were distributed	n/a	n/a	
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			throughout the community.			
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee Public Hearings were held on August 7, 2018 and August 14, 2018 at 7:00 p.m. at City Hall. Presentations from organizations requesting CDBG funding for 2019 were heard. The public was invited to comment on how Federal funds can make a difference in the community.	A representative from the CHUH Teachers Union expressed concern over the State of Ohio's school voucher system. He asked that the CAC consider the effect this has on the public schools when voting for organizations that may promote this practice.	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/broad community	The Citizens Advisory Committee presented their recommendations for FY 2019 Annual Action Plan to City Council at their Committee of the Whole meeting, October 8 & 29, 2018, Cleveland Heights City Hall, 7:30 PM.	One comment was received by a member of the public after the meeting. The commenter felt that there was no need to improve the Cedar Lee Mini-Park and that the City shouldn't fund organizations that promote School Choice Vouchers.	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-targeted/broad community	The City published a public notice in the Sun Press on November 1, 2018 the proposed Annual Action Plan, listing the second public hearing date, and inviting citizen review and comment. The meeting was also listed on the City's website.	n/a	n/a	

7	Public Meeting	Non-targeted/broad community	The Citizens Advisory Committee held a Public Hearing on November 20, 2018 where the Draft 2019 Annual Plan was presented.	The CAC provided the following comment: The Cleveland Heights Citizens Advisory Committee members are requesting better communication between the CAC members and City Council. The CAC allocates a great amount of time and expertise developing CDBG funding recommendations and thinks a regular Council presence at CAC meetings would assist Council in understanding CAC's deliberation process for its rationale and recommendations of the	n/a	
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				CDBG funding priorities it develops. Regular communication by Council to the CAC would also help the CAC better understand Council's policy priorities and the basis for them.		
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Meeting	Non-targeted/broad community	City Council meeting December 3, 2018 Council approval for a resolution authorizing the City Manager to submit the Community Development Block Grant entitlement application for the year beginning January 1, 2019.	No comments were received at the public hearings.	n/a	
9	Online Public Notice	Non-targeted/broad community	The City published the notice for the CDBG-CV related amendments, the related Public Hearing and the amended document.			www.clevelandheights.com/CDBG

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee held a public hearing to review the proposed CDBG-CV amendment to the 2019 Annual Action Plan	No comments were received at the public hearing.	NA	
11	Online Public Notice (CV3)	Non-targeted/broad community	The City published the notice for the CDBG-CV related amendments, the related Public Hearing and the amended document.			www.clevelandheights.com/CDBG
12	Public Hearing (CV3)	Non-targeted/broad community	The Citizens Advisory Committee held a public hearing to review the proposed CDBG-CV amendment to the 2019	No comments were received at the public hearing.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			Annual Action Plan			
13	Online Public Notice (CV3)	Non-targeted/broad community	The City published the notice for the CDBG-CV related amendments, the related Public Hearing and the amended document.			www.clevelandheights.com/CDBG
14	Public Hearing (CV3)	Non-targeted/broad community	The Citizens Advisory Committee held a public hearing to review the proposed CDBG-CV amendment to the 2019 Annual Action Plan	No comments were received	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
15	Newspaper Ad	Non-targeted/broad community	This newspaper ad was placed in the Sun News on 1/11/2024 advertising the 2024 Substantial Amendment Public Hearing and Public Comment Period	TBD	TBD	
16	Public Hearing	Non-targeted/broad community	The Cleveland Heights CAC is holding a Public Hearing to review the 2024 Substantial Amendment and to receive related public comments.	TBD	TBD	

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The 5-year Consolidated Plan for 2015 - 2019 identifies the federal, state, local, and private resources expected to be available to the City of Cleveland Heights to address priority needs and specific objectives identified in the Strategic Plan (Tables 14 and 18). The City of Cleveland Heights is a direct entitlement community for the Community Development Block Grant (CDBG) Program. The City is also a member of the Cuyahoga County Consortium through which it receives funds from the HOME Investment Partnership (HOME) Program.

Anticipated Resources

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Cleveland Heights has been successful in leveraging additional funds. Many of the City's rehabilitation programs require the homeowner to match funds they receive. Home Repair Resource Center, one of our subrecipients, has established good working relationships with several area banks that contribute to their ability to leverage additional funds. The City works to maximize our infrastructure projects by leveraging federal, state and county resources where possible. Most of our Public Service subrecipients receive funding from a myriad of public and private agencies and individuals. The City also requires a minimum match of 10% from all commercial businesses which participate in our Commercial Loan or Storefront Renovation projects.

The City of Cleveland Heights is also a partner with the Cuyahoga County Board of Health to implement the Lead Safe Cuyahoga program. This program assists with the removal of lead hazards in low- and moderate-income households where children under the age of six are residing in the home. Homeowners must provide a match of 10% or more to participate in the program unless exempted by an administrative decision.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cleveland Heights does not anticipate using any publically owned land or property located

within the jurisdiction to address any of the needs identified in the plan.

Discussion

Contingency Plan

In the event that there is an increase in the FY 2019 CDBG grant or in the amount of carryover funds from FY2018 to FY 2019, City Council will increase the Strategic Impact Opportunity activity. Should there be a decrease in the FY 2019 grant, the City will attempt to reconcile such shortfall by first, decreasing the Strategic Impact Opportunity, second, by reprogramming carryover funds and third, by reducing budgeted amounts for the lowest priority programs. Prior to any final decision on such amendment the City will consult with the Citizens Advisory Committee.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,759,241	150,000 Annual	136,393 Action Plan	3,045,634	0	CDBG Funds will leverage private funding, as well as other public funding from local, state, federal funding sources. \$956,215 of CDBG-CV funds were added to this section. \$198,729 of CDBG-CV3 funds were added to this section.

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Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve, Maintain, and Expand Affordable Housing	2015	2019	Affordable Housing	City of Cleveland Heights	Affordable Housing	CDBG: \$938,220	Homeowner Housing Rehabilitated: 210 Household Housing Unit Direct Financial Assistance to Homebuyers: 8 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 400 Household Housing Unit
2	Revitalize Residential Neighborhoods	2015	2019	Non-Housing Community Development	City of Cleveland Heights	Non-Housing Community Development	CDBG: \$332,550	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7190 Persons Assisted Housing Code Enforcement/Foreclosed Property Care: 20 Household Housing Unit
3	Provide Needed Public Services	2015	2019	Non-Homeless Special Needs	City of Cleveland Heights	Non-homeless Persons with Special Needs	CDBG: \$897,740	Public service activities other than Low/Moderate Income Housing

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								Benefit: 11955 Persons Assisted
4	Increase Economic Opportunities	2015	2019	Non-Housing Community Development	City of Cleveland Heights	Non-Housing Community Development	CDBG: \$651,200	Facade treatment/business building rehabilitation: 4 Business Businesses assisted: 2 Businesses Assisted

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve, Maintain, and Expand Affordable Housing
	Goal Description	The City of Cleveland Heights will work to ensure the availability and sustainability of decent housing and a suitable living environment for all residents by offering projects to help preserve and maintain the housing stock and create housing opportunities, especially for low- and moderate-income persons.

2	Goal Name	Revitalize Residential Neighborhoods
	Goal Description	The City of Cleveland Heights will work to maintain safe, functional and healthy neighborhoods by providing activities which improve the physical environment, especially in Low - and Moderate-Income eligible areas.
3	Goal Name	Provide Needed Public Services
	Goal Description	The City of Cleveland Heights will work to encourage the integration of population groups within the community and promote an increase in the diversity and vitality of neighborhoods. The City will also provide support services to youth, identifiable Low- and Moderate-income persons and special population groups in the community and maximize the independence of targeted population groups by providing services which expand choices. The City will assist households and non-profits respond to the COVID-19 Pandemic.
4	Goal Name	Increase Economic Opportunities
	Goal Description	The City of Cleveland Heights will work to expand opportunities for persons of low- and moderate-income by offering programs which help to alleviate physical and economic distress and create viable commercial areas through the prevention of the deterioration of commercial areas. The City will also offer help to stimulate private investment to create and retain employment opportunities, especially for low and moderate income persons. The City will support small businesses respond to the challenges of the COVID-19 Pandemic.

AP-35 Projects - 91.420, 91.220(d)

Introduction

There are three national objectives under the CDBG program that all projects must meet.

- 1) CDBG regulations require that no less than 70% of a grant can be awarded to projects that benefit low- and moderate-income persons.
- 2) CDBG funds may aid in the prevention or elimination of slum and blighted conditions.
- 3) CDBG funds may be utilized to address other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

The CDBG Program is flexible and allows the City to determine how best to meet the needs of its low- and moderate-income residents. The goals established in the Consolidated Plan guide the City in awarding CDBG funds.

The City of Cleveland Heights will certify that 70% of the aggregate expenditure of CDBG funds over three years (2017, 2018, and 2019) will benefit persons of low and moderate incomes.

The figures listed for programs do not include funds that will be matched or leveraged through financial institutions and property owners on individual projects. Program income is budgeted back into the program that generated it, with the exception of funds being repaid to programs that no longer operate under CDBG. The Deferred and No Interest housing loan repayments will be budgeted to the Commercial Loan fund (**Table 20**).

2024 Substantial Amendment: The City of Cleveland Heights is amending the 2019 Annual Action Plan in order to reallocate funds related to the CDBG-CV 1 & 3 allocations received in 2020. These changes include reallocating \$70,639 from Emergency Assistance to Senior Assistance in order to assist senior citizens with activities that prevent, prepare for or mitigate the effects of the COVID-19 pandemic as well as any future pandemics that may put their health at risk. The second change is to reallocate \$102,180 from Emergency Assistance and \$20,218 from Subrecipient Support to Outdoor Public Spaces. This new category will assist the City and the Cleveland Heights - University Heights Library System to improve to public parks in order to allow for safer public congregation in public spaces at both Cain Park and Coventry PEACE Park.

#	Project Name
1	CDBG Administration
2	Fair Housing Activities

#	Project Name
3	Neighborhood Engagement
4	Business District Assistance
5	Youth Programs
6	Emergency Assistance
7	Senior Adult Programs
9	Housing Counseling
10	Minor Home Repairs
11	Housing Rehabilitation LMI
12	LMI Code Enforcement
13	Housing Rehabilitation S/B
14	Commercial District Revitalization
15	Public Facilities
16	Neighborhood Relations Program
17	Geographic Information Systems
18	Strategic Impact Opportunity
19	Emergency Assistance
20	Small Business Assistance
21	Subrecipient Support

#	Project Name
22	Senior Assistance
23	Outdoor Public Spaces

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Programs that benefit low-mod households and limited clientele populations receive priority in annual funding. The City has budgeted 13.4% of our estimated 2019 CDBG funding to Public Service activities. Nearly all programs are offered city wide to low- and moderate-income residents. This includes our Public Facilities Improvement Funds that in prior years prioritized certain Low-Mod Areas within the City. For 2019, our Public Facilities Improvement dollars are being used city-wide to install ADA curb ramps in areas of the City that lack adequate accessibility for the physically disabled.

CDBG-CV funds will prioritize assistance to low- and moderate-income households and small businesses that serve low- and moderate-income households.

The Nuisance Abatement Program addresses blighted properties in the City and meets the national objective of the removal of slum and blight. This program represents a very small percentage of the entire CDBG budget.

There are no obstacles to addressing underserved needs with the exception of the amount of funds available to the City.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Administration
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	Affordable Housing Non-homeless Persons with Special Needs Non-Housing Community Development
	Funding	CDBG: \$307,104
	Description	CDBG funds contribute to salaries and related administrative expenses for staff in the Department of Planning and Development and for accounting assistance from the Finance Department. CDBG funds contribute to a HUD approved Indirect Cost Plan.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	not applicable
	Location Description	not applicable
2	Planned Activities	not applicable
	Project Name	Fair Housing Activities
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$45,000
	Description	Activities to affirmatively further fair housing choice.

	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	All city residents will benefit.
	Location Description	Programs are performed on a city wide basis
	Planned Activities	A variety of Fair Housing activities will be implemented to assist the City in maintaining a viable, diverse community with a fair and open housing market. Activities will include testing of the housing market, diversity training and landlord tenant counseling.
3	Project Name	Neighborhood Engagement
	Target Area	City of Cleveland Heights
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$33,000
	Description	This project will provide funding for programs that will support community capacity building in Cleveland Heights neighborhoods.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	All residents will benefit from stronger neighborhoods.
	Location Description	Program will be available on a city wide basis but will target Low Mod Neighborhoods, LIHTC multifamily complexes and protected classes.

	Planned Activities	The FutureHeights Community Capacity Building Program consists of the following components: 1) Resident Engagement and Recruitment for Neighborhood Leadership Program, 2) Developing a pilot neighborhood leadership workshop series, 3) Ongoing community building work in neighborhoods
4	Project Name	Business District Assistance
	Target Area	City of Cleveland Heights
	Goals Supported	Increase Economic Opportunities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	The vitality of the City's commercial districts directly impacts the residential neighborhoods that surround them. These funds will allow business districts to enhance and maintain the amenities in their areas.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	All residents and visitors who patronize the businesses in the area as well as the surrounding residential neighborhood, approximately 790 LMI households out of 1,350 total households.
	Location Description	Funds will be used in the Cleveland Heights portion of the Cedar Taylor commercial district, located in Census Block Groups 1407.02-1 and 1416.02-1.
5	Planned Activities	CDBG funds will be used to assist the Cedar Taylor Business District in their efforts to maintain and improve the streetscape of their commercial area.
	Project Name	Youth Programs
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services

	Needs Addressed	Non-homeless Persons with Special Needs
	Funding	CDBG: \$72,015
	Description	Funds will be provided to support activities which address the needs of youth in low- and moderate-income families.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 391 unduplicated LMI youth and their families will benefit from the programs offered.
	Location Description	Programs are available city wide
	Planned Activities	1) Family Connections - a program for pre-kindergarten children and their families to help prepare them for school (Family-School Connection Program and Parent Café program). 2) Open Doors Academy - an after school and summer enrichment program for middle school and high school youth. 3) Heights Youth Club - The <i>Learning Place</i> program which is designed to reinforce and enhance the skills and knowledge young people are expected to learn in school. Members are engaged in high-yield learning activities. 4) Lake Erie Ink - an after school activity which provides creative expression opportunities and academic support for elementary school children.
6	Project Name	Emergency Assistance
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Non-homeless Persons with Special Needs
	Funding	CDBG: \$43,510

	Description	This project will assist low- and moderate income individuals and families that seek assistance due to unemployment, fixed income or any emergency that has left them in need of adequate food, shelter, etc.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5,614 unduplicated LMI individuals and/or families will be assisted
	Location Description	Service is available city wide.
	Planned Activities	1) Heights Emergency Food Center - provides low- income households with a three-day supply of food one time per month. 2) Start Right Food Center - provides low- income households with a three-day supply of food one time per month. 3) Gesher - provides low- and moderate-income families with information about local, state and federal benefits for which they are eligible.
7	Project Name	Senior Adult Programs
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$33,000
	Description	This project will provide Cleveland Heights senior citizens with social work services as needed.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 700 unduplicated residents aged 60 and over.

	Location Description	Program is available city wide.
	Planned Activities	CDBG funds are provided to the City's Office on Aging for social workers that assist low- and moderate-income seniors to access necessary services to maintain a healthy and safe living environment. This allows seniors to live as independently as possible in their homes. CDBG funds are also provided to the Central Bible Baptist Church's Neighborhood Senior Resource Center. This program connects Seniors in a targeted neighborhood to services that can assist them with aging in place, wellness, and technology education.
8	Project Name	Housing Counseling
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$25,000
	Description	This project provides counseling on financial literacy, first-time homebuyer issues, budgeting for home repair projects and other appropriate topics.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 unduplicated LMI prospective homebuyers and community residents will be assisted.
	Location Description	Program is available city wide

	Planned Activities	CDBG funds will assist the Housing Counseling program of Home Repair Resource Center, a HUD certified counseling agency. It is a service with two purposes: (1) to improve financial literacy by assisting community residents with personal financial issues, such as establishing a workable household budget and understanding refinancing options; and (2) to provide Home Buyer Education to prospective purchasers that will enable them to make wise home buying decisions and become responsible owners who care for and maintain their properties, thereby improving community stability. Both purposes are achieved through individual counseling and group education.
9	Project Name	Minor Home Repairs
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$160,500
	Description	This project includes several programs which will help to improve, maintain and expand owner-occupied housing.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 175 LMI households.
	Location Description	Programs are available city wide.

	Planned Activities	1) Exterior Paint - provides senior or permanently disabled low- and moderate-income homeowners with a grant of up to \$3,500 for labor and paint. 2) Violation Repair for Seniors - provides rebates of up to \$2,000 to low- and moderate-income senior and disabled homeowners to complete minor home repairs addressing code violations or health and safety issues. 3) Short Term Deferred Loan - provides grant funds of up to \$1000 for low- and moderate-income homeowners to assist with diverting downspouts and/or installation of back flow preventers 4) Senior Home Stability Grant (HRRC) - provides grant funds for up to \$1000 to assist senior homeowners with the repairs to their home that, if not repaired, may lead to health and safety issues in their homes 5) Sewer Repair – provides assistance to low- and moderate-income homeowners with storm or sanitary sewer back-up issues to install back flow preventers and/or divert downspouts 6) Strategic Home Repair - This program seeks to offer the Exterior Paint, Violation Repair Program, Short Term Deferred Loan, and Sewer Repair Program to LMI residents in targeted areas without the restriction of having to be a senior citizen or permanently disabled in order to qualify.
10	Project Name	Housing Rehabilitation LMI
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$419,077
	Description	This program provides funds for substantial rehabilitation for low- and moderate-income homeowners. Housing program administration is charged to CDBG for the operation of the CDBG programs listed in the Minor Home Repair and Housing Rehabilitation programs.
	Target Date	12/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 43 unduplicated LMI households.
	Location Description	Programs are available city wide
	Planned Activities	1) Assist Incentive and 0% Grants (HRRC) - The Assist Grants are HRRC programs that provide a grant to LMI homeowners to assist with rehabilitation activities. Assist Grants are composed of two activities: the Assist 0% Program and the Assist Incentive Grant. <i>Assist 0%</i> funds are used to guarantee bank loans and to reduce the principal of bank loans so that the applicant pays an effective rate of 0% interest on a loan. <i>Assist Incentive Grants</i> offers a grant of \$500 to \$1500 as an incentive for LMI homeowners to complete major repairs including: roof, plumbing, electrical and/or heating systems. This program is used in conjunction with other programs offered by HRRC. 2) Major Systems Deferred Loan Match -Program allows deferred payments for up to one-half the cost of replacing major systems for LMI homeowners (i.e., heating, electrical, plumbing, roofs). The maximum loan amount is \$3,000. 3) Home in the Heights – Program seeks to establish a purchase/rehab program to provide affordable single family homes to qualified home buyers.
11	Project Name	LMI Code Enforcement
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,000
	Description	This project provides Code Enforcement services in areas identified by HUD as low- and moderate-income areas.
	Target Date	12/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 400 households in Low- and Moderate-Income areas will benefit from Code Enforcement.
	Location Description	Low- and Moderate-Income areas of the city.
	Planned Activities	This program uses CDBG funds to pay the salary for a full time Housing Inspector who conducts systematic inspections for health and safety violations in LMI census blocks of the City.
12	Project Name	Housing Rehabilitation S/B
	Target Area	City of Cleveland Heights
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$98,750
	Description	The Nuisance Abatement Program addresses blighted properties within the City. CDBG funds also contribute to the administration of the Nuisance Abatement Program.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 20 properties will receive a nuisance abatement action benefiting at a minimum 100 households in the immediate vicinity.
	Location Description	Program is available city wide.
	Planned Activities	Properties that are in a state of serious disrepair and causing a blighting influence on the neighborhood are evaluated by staff to determine if they are able to be rehabbed or there is a need for demolition. In addition, funds are used on an emergency basis to secure properties that may cause unsafe conditions for the neighborhood.
	Project Name	Commercial District Revitalization

13	Target Area	City of Cleveland Heights
	Goals Supported	Increase Economic Opportunities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$351,200
	Description	This program provides funding for various activities which address the revitalization of the numerous commercial districts located in Cleveland Heights. CDBG funds also contribute to the administrative costs associated with the program. Due to higher demand for the Storefront Rebate Program, \$50,000 of prior year funds are being reprogrammed from the Storefront Loan Program to the Storefront Rebate Program.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Economic Development loans are evaluated for their ability to create jobs, particularly for low- and moderate-income persons.
	Location Description	Programs are available city wide.
	Planned Activities	1) Commercial Loan Program - This program provides gap financing for worthy development projects throughout the City. City Council acts as the Loan Review Committee. 2) Storefront Renovation Rebate Program - This program offers rebates for 50% of the total project costs, up to a maximum of \$25,000, for exterior renovations to commercial properties throughout the City. 3) Storefront Renovation Loan Program - This program offers loans for exterior renovations, up to a maximum of \$100,000, for exterior renovations to commercial properties throughout the City. 4) Microenterprise Program - designed to provide capital and technical assistance financing for Cleveland Heights businesses with five or fewer employees. The intent of the program is to provide assistance to businesses which will create and/or retain jobs, along with increasing the commercial base of the community

		Each individual project is evaluated to determine if it is addressing a blighted condition (determined by survey) or will serve a low-mod population.
14	Project Name	Public Facilities
	Target Area	City of Cleveland Heights
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$200,800
	Description	CDBG funds contribute to the LMI Streets Improvement and Water and/or Sewer Line Replacement programs addressing streets in Low- and Moderate-Income Eligible Areas.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,783 residents of Low- and Moderate-Income eligible areas. Approximately 5,407 residents with a disability will benefit from the improved accessibility resulting from the ADA Curb Ramp Program.

	Location Description	City wide (ADA Curb Ramp Program), Census Block Group 1416.02 (Cedar Lee Mini Park) and 25 Severance Circle (Severance Tower ADA Garden).
	Planned Activities	2019 ADA Curb Ramp Program – This program seeks to add or update ADA curb ramps throughout the City. Cedar Lee Mini-Park Placemaking Project – This program seeks to renovate and reinvigorate a pocket park in a LMA. Severance Tower ADA Community Garden – This project seeks to convert an existing community garden into an accessible garden in a subsidized housing unit that predominately serves seniors and the physically disabled.
15	Project Name	Neighborhood Relations Program
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Non-homeless Persons with Special Needs
	Funding	CDBG: \$50,000
	Description	This program addresses issues that affect the quality of life for residents of LMI neighborhoods. Problems addressed by staff may include loud parties, run-down properties and inappropriate or illegal behavior. CDBG funds are used for the portion of work done by this staff position in qualifying LMI neighborhoods of the City.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5000 families will benefit.
	Location Description	Program is available city wide.

	Planned Activities	Residents and the Neighborhood Relations Specialist work together to develop strategies and solutions that will improve the quality of life in their neighborhoods. The Specialist reports directly to the Housing Manager and works closely with the City's Community Relations staff and the Police Department. When appropriate, he also works with Cleveland Tenants Organization and other nonprofits as necessary.
16	Project Name	Geographic Information Systems
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$37,500
	Description	This administrative activity will provide data analysis and mapping capabilities to the community development program.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	All residents will benefit from the information derived from the GIS system.
	Location Description	The program is available city wide.
	Planned Activities	The City provides services and programs that create large amounts of data and has a need to effectively and efficiently utilize and overlay this data to provide and focus government services and programs. The system provides a platform to share this information between City departments and partners, share this data with the public and to receive information from the public.
17	Project Name	Strategic Impact Opportunity
	Target Area	City of Cleveland Heights

	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	Affordable Housing Non-homeless Persons with Special Needs Non-Housing Community Development
	Funding	CDBG: \$77,195
	Description	This activity is the result of an increased allocation for FY 2018. The community is offering an opportunity for non-profits and City Departments to competitively apply for funding for projects that will: assist low- and-moderate income households with housing needs; satisfy the community development needs of a larger LM area; remove blight; or provide a needed public service for LMI clientele; and; is consistent with the objectives of the City's Master Plan; promotes neighborhood stability and promotes private investment.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,065 low- and-moderate income households may benefit from the resulting activities.
	Location Description	Mid-City Neighborhoods (1407.01-2, 1407.01-3, 1407.02-1 and 1407.02-2 and the neighborhood bordered by Mayfield Rd/Ivydale Rd/Euclid Heights Blvd/Lee Rd.) and Neighborhoods along the Noble Road Corridor.
	Planned Activities	Activities that assist low- and-moderate income households, low- and-moderate income job seekers, low- and-moderate income areas or neighborhoods, services that assist low- and-moderate income clientele, and/or activities that remove slum and/or blight.
18	Project Name	Emergency Assistance
	Target Area	City of Cleveland Heights

	Goals Supported	Improve, Maintain, and Expand Affordable Housing Provide Needed Public Services
	Needs Addressed	Affordable Housing Non-homeless Persons with Special Needs
	Funding	\$537,164
	Description	Emergency Assistance will assist low- and moderate-income households respond to the COVID-19 Pandemic.
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	10,000 meals delivered to senior citizens and severely disabled residents. 180 LMI households with housing assistance. 125 households with counseling services.
	Location Description	City-wide
	Planned Activities	This program will assist low- and moderate-income households respond to the COVID-19 Pandemic. Funds are intended to provide enhanced senior services, mortgage/rental.utility assistance, enhanced food pantry assistance, and enhanced counseling services.
19	Project Name	Small Business Assistance
	Target Area	City of Cleveland Heights
	Goals Supported	Increase Economic Opportunities
	Needs Addressed	Non-Housing Community Development
	Funding	\$290,000
	Description	Emergency Assistance will assist small businesses respond to the COVID-19 Pandemic.
	Target Date	12/31/2020

	Estimate the number and type of families that will benefit from the proposed activities	18 Microenterprises, 20 small businesses.
	Location Description	City-wide
	Planned Activities	This program will assist microenterprises and small businesses adapt to the COVID-19 Pandemic.
20	Project Name	Subrecipient Support
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	Non-Housing Community Development Non-homeless Persons with Special Needs
	Funding	\$4,782
	Description	Subrecipient Support will assist our non-profit subrecipient partners respond to the COVID-19 Pandemic.
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 391 unduplicated LMI youth and their families will continue to benefit from the programs offered.
	Location Description	City-wide
	Planned Activities	This program will assist subrecipients adapt their programming to the COVID-19 environment in order to continue to support youth, special populations and their families.
	Project Name	Senior Assistance

21	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Non-homeless Persons with Special Needs
	Funding	\$70,639
	Description	The addition of this project is intended to assist senior citizens in order to prevent, prepare for or mitigate the effects of the COVID-19 pandemic as well as any future pandemics that may put their health at risk.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 unduplicated LMI senior citizen households will receive direct benefits.
	Location Description	City-wide
	Planned Activities	This program will assist senior citizens by purchasing and installing Knox Boxes in order to safely and expeditiously allow safety forces to enter their home during a medical emergency.
21	Project Name	Outdoor Public Spaces
	Target Area	City of Cleveland Heights
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Non-Housing Community Development

	Funding	\$193,038
	Description	Outdoor Public Spaces will allow residents, particularly LMI families with children and people with mobility disabilities to congregate safely outdoors in an open-air environment.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 11,765 residents, primarily low- and moderate-income households and households with a person living with a mobility disability, will benefit from these improvements.
	Location Description	Cain Park and Coventry PEACE Park
	Planned Activities	The City of Cleveland Heights will be replacing the playground at Cain Park with a new and partially accessible playground. The CHUH Library System will be improving accessibility (removing architectural barriers) at the Coventry PEACE Park.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cleveland Heights is a diverse community that prides itself on its integrated neighborhoods. The city has a minority population of 23,137, representing 48.9% of the total population according to the 2010 census. The most recent data provided by HUD from the 2006-2010 ACS shows that there are 12 census block groups in the city which qualify as low- and moderate-income eligible areas.

Improvement Target Areas have been identified through a survey developed and conducted by the Cuyahoga County Planning Commission. This process was approved by HUD. The Improvement Target Area survey instrument is used to evaluate the condition of individual properties. An update to the Improvement Target Area study was conducted in 2012 and a completed report from the Cuyahoga County Planning Commission was received in 2013. The areas determined to be ITAs are the following: the intersection of Noble and Mayfield Roads (north side); the intersection of Mayfield and Lee Roads (south side) and the intersection of Cedar and South Taylor Roads (south side).

This updated Improvement Target Area study will be utilized in implementing the Storefront Renovation programs described in this plan that address area slum and blight.

Geographic Distribution

Target Area	Percentage of Funds
City of Cleveland Heights	100

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Most programs are available to low and moderate income households throughout the city as they are a direct low-mod housing benefit, low-mod area benefit or limited clientele benefit (Public Service activities). The exceptions are the programs that eliminate a slum/blight condition as determined by a HUD approved blight survey. The Strategic Impact Opportunity targets neighborhoods around Cain Park (1407.01-2, 1407.01-3, 1407.02-1, 1407.02-2 and a portion of 1407.01-1) and Neighborhoods along the Noble Road Corridor, as identified in the City's Master Plan.

Discussion

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cleveland Heights maintains great diversity in its housing stock, both in form and in affordability. The city has a reputation for being a welcoming and inclusive community. Land use regulations, zoning requirements and other public policies are designed to preserve the historic nature of our neighborhoods, preserve and improve connections to/from/between neighborhoods, expand economic opportunities and improve the quality of life.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions are being proposed to improve the affordability of the City's housing stock. Following the foreclosure crisis, many of the City's housing units turned vacant and the City continues to provide incentives to bring these units into code compliance. A city-wide property tax abatement program currently incentivizes investment in low-mod neighborhoods, improving both residential and commercial opportunities. Further, the City is exploring partnering with various non-profits to become developers of affordable mixed-use and infill housing. The City also updated its zoning code's definition of family in order to prevent housing discrimination of non-traditional family units and group quarters.

Discussion

This section has been intentionally left blank.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cleveland Heights works closely with public and private partners to leverage its resources including various grants from Cuyahoga County and the State of Ohio. This applies to many of our nonprofit partners including the Home Repair Resource Center, Heights Community Congress and FutureHeights.

In addition, the City also prides itself on the level of civic engagement that we enjoy. In 1999 Cleveland Heights Council began a visioning process to determine priorities that would guide our community into the future. Council selected 25 residents to form the Visioning Committee.

The Visioning Report recommendations and ideas continue to be addressed by the Committees of Council. Some of the initiatives which were and continue to be implemented are:

- Beautification of neighborhoods, parks and green spaces
- Capital projects to ensure the viability of our infrastructure
- Supporting our youth
- Civic vitality
- Promoting an arts environment
- Improving the quality of life:
- New construction and revitalization of existing housing stock and commercial districts
- Zoning Code Review
- Preservation of existing housing
- Traffic calming
- Customer-driven City services

In 2015 the City began a Master Planning process, in conjunction with the Cuyahoga County Planning Commission, which was completed in 2017. The Master Plan includes policies and implementation strategies to accomplish the City's vision. These are organized into 11 major topic areas: Future Land Use, Vibrant Neighborhoods, Complete Transportation Network, Environmentally Sustainable Community, Business Friendly, Strong Business Districts, High Quality Infrastructure, Hub for Arts and Culture, A Diverse and Open Community, A Safe and Engaged Community, and A Healthy Community. The Master Plan attempts to be a fully integrated plan addressing the various elements that makes Cleveland Heights a viable community and it does recognize the efforts already being

Annual Action Plan

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undertaken and described in this Consolidated Plan. The implementation section will provide additional potential revenue sources that the City can apply for in order to strengthen and expand the community development efforts already undertaken and described in this Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The greatest obstacle to meeting underserved needs in our community is the uncertainty of the amount of Community Development Block Grant as well as other federal and state resources. City Council and staff work diligently to ensure that all residents are able to have the highest quality of life and healthy sustainable neighborhoods.

City staff continually works to identify, apply and utilize funding from additional sources to strengthen our Community. Recently, the City has been able to secure Demolition Funds from Cuyahoga County enabling the removal of blighted, vacant and abandoned structures. Additionally the City participates in the Lead Safe Cuyahoga rebate program, administering approximately \$110,000 per year in lead abatement/remediation funds.

The City has also been fortunate to receive grants from various sources in recent years that have enabled us to undertake projects that have or will benefit the community when completed. These include three Transportation for Livable Communities Initiative (TLCI) grants through the Northeast Ohio Areawide Coordinating Agency, two Surface Water Improvement Fund (SWIF) grants from the Ohio EPA and transportation enhancement funds from the state of Ohio.

Actions planned to foster and maintain affordable housing

The City will continue to offer programs that make or keep housing affordable in the city. Cleveland Heights is a community with a wide variety of housing opportunities including: apartment buildings, modest single family homes, two-family homes, medium priced to very high end single family homes, townhomes and condominiums. With our large rental market and competitive house prices, the city is often affordable with regard to housing options.

The City of Cleveland Heights has entered into an agreement with Cuyahoga County and the cities of Euclid, Lakewood and Parma to jointly participate in HOME program funding by creating the Cuyahoga Housing Consortium. The consortium has allowed for the coordination of housing program delivery by CDBG entitlement communities.

Most of our housing was built prior to 1945 and therefore home repairs can be a barrier to low- and moderate-income homeowners. Housing rehabilitation costs are barriers that we are addressing to assist low and moderate-income households remain in their homes. We work closely with our Housing Inspections Department and our Office on Aging to provide information to low- and moderate-income homeowners who are cited for code violations about the availability of the City's federally-funded grants and low-interest financing for home improvement projects. Home Repair Resource Center programs

also provide education, counseling and funding opportunities to low-and moderate-income residents to help prevent code violations and related safety issues. We also have a HOME funded down-payment assistance program that assists LMI households to be able to afford purchasing their own homes.

Actions planned to reduce lead-based paint hazards

The City of Cleveland Heights will continue to partner with the Cuyahoga County Board of Health and the Cuyahoga Department of Development to implement the Lead Hazard Control/Lead Hazard Reduction Grants. Funds for these programs were successfully secured from the department of Housing and Urban Development. The programs provide grants of up to \$9,500 per unit for the removal of lead hazards from LMI households where children under the age of six reside. Most applicants must provide a minimum of 10% matching funds. Thirty units were made lead safe in 2017. A new contract with the Cuyahoga County Board of Health will begin in November of 2018.

All contractors which are under contract for Federally-funded rehabilitation projects are monitored to ensure that they are following lead-safe practices.

Actions planned to reduce the number of poverty-level families

The City of Cleveland Heights utilizes its Commercial Loan program as a method to reduce the number of households living below the poverty line. The fund provides assistance to businesses for acquisition, expansion, and rehabilitation activities. The City looks for the creation of low-moderate income jobs as a result of these loan activities. Also, housing counseling is provided to low- and moderate-income homeowners. The counseling includes financial management of the household budget, which assists those persons having few financial means.

In addition, CDBG funds are used to support public service activities that have an impact on poverty. CDBG funds provide support to the Heights Emergency Food Center and Start Right Food Center, which provide low- and moderate-income families a three-day supply of food every month.

Actions planned to develop institutional structure

The City of Cleveland Heights administers its Community Development Block Grant entitlement grant through its Department of Planning and Development. The institutional structure through which Cleveland Heights carries out its affordable and supportive housing strategy consists of public sector agencies, non-profit organizations, and the private sector.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Cleveland Heights continues to foster coordination among public and private housing and

social service agencies through several methods. The City allocates CDBG resources to subrecipients who handle a variety of issues, such as housing rehabilitation, fair housing and landlord/tenant concerns. Also, through the allocation of CDBG resources to city departments and social services organizations, the City is assisting entities who are linked into networks of service providers within the metropolitan area, such as the Cleveland Heights Office on Aging, Family Connections of NE Ohio, the Heights Emergency Food Center and many more.

The CDBG funds augment other revenue sources for these organizations, such as memberships, grants, fund-raising efforts, and other in-kind donations of goods and/or services.

Discussion

FAIR HOUSING

The City of Cleveland Heights is committed to fair housing. The City of Cleveland Heights has a Fair Practices Ordinance and staff who work to encourage fair housing. The City has established a Fair Practices Board comprised of three residents who are charged with the following duties:

- to investigate all complaints which are filed with it pertaining to discrimination in housing as well as in other areas;
- to endeavor by conciliation to resolve complaints when appropriate; and
- to recommend action to be taken through local, state and federal court.

In October of 2013, The City, as a part of the Northeast Ohio Sustainable Communities Consortium, completed a Regional Analysis of Impediments to Fair Housing Choice and Fair Housing and Equity Assessment. The City has allocated funding to on-going programs that assist in furthering fair housing. These include landlord and tenant counseling, diversity programming, sales and rental audits, leadership training that targets members of protected classes, and efforts to monitor lending institutions to ensure and promote fair lending. The City expects to begin undertaking an update Analysis of Impediments that will be completed in 2019.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Cleveland Heights is estimating \$150,000 of Program Income for FY 2018. Program income is budgeted back into the program that generated it, with the exception of funds being repaid to programs that no longer operate under CDBG. The Deferred and No Interest housing loan repayments will be budgeted to the Commercial Loan fund.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
---	---

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

83.31%

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(I)(5)

1. Distribution of Funds

a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

Not applicable.

b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

Not applicable.

c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

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Not applicable.

d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

Not applicable.

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

Not applicable.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

Not applicable.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

Not applicable.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

Not applicable.

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

Not applicable.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

Not applicable.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. Performance Goals and Benchmarks. The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. Rehabilitation Standards. The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

Not applicable.

6. Resale or Recapture Guidelines. Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

Not applicable.

7. HTF Affordable Homeownership Limits. If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

Not applicable.

8. Limited Beneficiaries or Preferences. Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

Not applicable.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

Not applicable.

Discussion

The City of Cleveland Heights will certify that 70% of the aggregate expenditure of CDBG funds over three years (2017, 2018, 2019) will benefit persons of low and moderate incomes.

Attachments

Citizen Participation Comments

2019 ANNUAL PLAN CITIZEN PARTICIPATION COMMENTS

The Draft 2019 Annual Plan was presented to the Citizens Advisory Committee at a Public Hearing on November 20, 2018. Members were frustrated that City Council approved in their entirety the recommendations put forth by City Staff at the Council meeting in November. Three comments were received during the public comment period. The first was in regards to the funding of non-profits that promote the use of the School Choice Voucher for non-public schools that is allowed by the State of Ohio. The second comment supported the first comment but also added that the Cedar Lee Mini-Park is not in need of improvement. The third comment was from the CAC asking for better communication between the CAC and Council so as to better understand the priorities of both bodies.



Date: 1/24/2024

To: Addie Balester, Clerk of Council

From: Brian Iorio, Asst. Dir. Community Development

Subject: Year 50 (2024) CDBG Annual Action Plan

Purpose Statement:

To allow the administration to submit to HUD all materials related to the CDBG 2024 Annual Action Plan. This legislation also allows the administration to contract with the listed subrecipients that are being awarded funds in the plan. The Annual Action Plan will include any public comments received after the end of the public comment period on February 12th.

Is this legislation recurring: Yes: X No:

Is emergency language necessary: Yes: No: X

If yes, why?

N/a

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

If yes, why?

N/a

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

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

N/a

Proposed: 02/05/2024

RESOLUTION NO. 015-2024(PD),
Second Reading

By Mayor Seren

A Resolution authorizing the Mayor to submit the Community Development Block Grant (CDBG) entitlement application for the year beginning January 1, 2024.

WHEREAS, the City has participated, and does now participate, in the CDBG program; and

WHEREAS, the receipt of such funds has been extremely helpful to this City in accomplishing its community development goals; and

WHEREAS, the City has conducted hearings and has participated in extensive discussions with the Citizens Advisory Committee (CAC) and citizens relative to the activities to be accomplished in the fiftieth year of such program.

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 with the Department of Housing and Urban Development of the United States Government and any required review agencies, for the program year beginning on January 1, 2024, and continuing for a one (1) year period thereafter, the Community Development Block Grant entitlement Annual Action Plan submittal, a copy of which is on file with the Clerk of Council and copies of which will have been reviewed by members of Council. A copy of the fiftieth-year proposed budget, attached hereto as Exhibit A, is presently on file with the Clerk of Council and describes the activities and the proposed amount of expenditures to be approved by this Council for each such activity during the year 2024.

SECTION 2. The Mayor is further authorized and directed to sign any and all forms, applications, or other documents necessary to obtain funding for these described programs, to submit such documents to the proper reviewing agencies within the time permitted by law and to enter into contract with the subrecipient organizations of Community Development Block Grant (CDBG) funds as detailed in Exhibit A and in the 2024 Annual Action Plan.

SECTION 3. The Mayor be, and he is hereby, further authorized to file with HUD and any required reviewing agencies the Annual Action Plan for 2024, a copy of which was made available for review beginning on January 12, 2024, on the City's website and in the Cleveland Heights Planning Department for at least thirty (30) days.

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.

RESOLUTION NO. 015-2024(PD)

SECTION 5. This Ordinance shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A

	2023 Allocations	2024 Requests	2024 CAC Recommend ation	2024 Admin Recommendation
ADMINISTRATIVE ACTIVITIES maximum funding is capped at 20%				
CD Administration	\$ 171,651	\$ 229,000	\$ 227,000	\$ 227,000
Fair Housing Activities	\$ 58,600	\$ 38,525	\$ 38,525	\$ 38,525
FutureHeights - Community Capacity-Building	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
ADMINISTRATIVE SUB-TOTAL	\$ 275,251	\$ 312,525	\$ 310,525	\$ 310,525
PUBLIC SERVICE ACTIVITIES maximum funding is capped at 15%				
HRRC Housing Counselor	\$ 25,000	\$ 45,938	\$ 25,000	\$ 25,000
Office on Aging - Community Resource Specialist Program	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Heights Emergency Food Ctr.	\$ 26,470	\$ 26,950	\$ 27,000	\$ 27,000
Family Connections (HPC)	\$ 25,000	\$ 25,000	\$ 22,000	\$ 22,000
Family Connections - Parent Café	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Open Doors Academy (Middle School Program)	\$ 15,000	\$ 20,000	\$ 15,000	\$ 15,000
ODA - Pathways to Independence Program at Cleveland Heights High School	\$ 15,000	\$ 20,000	\$ 15,000	\$ 15,000
Start Right Food Program	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Agudath Israel of Ohio (Gesher)	\$ 18,000	\$ 18,000	\$ 17,000	\$ 17,000
Lake Erie Ink	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
WAVE Mentoring Program	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Naaleh Cleveland	\$ 20,000	\$ 30,000	\$ 20,000	\$ 20,000
Chesed Center - Food Pantry Operations	\$ -	\$ 20,000	\$ 10,000	\$ 10,000
PUBLIC SERVICES SUB-TOTAL	\$ 234,470	\$ 295,888	\$ 241,000	\$ 241,000
PUBLIC FACILITIES & IMPROVEMENTS				
PUBLIC FAC. & IMP. SUB-TOTAL				
ADA Curb Ramp Construction	\$ 194,128	\$ -		\$ -
CH Parks and Recreation - Park Improvements	\$ -	\$ 125,000	\$ 31,962	\$ 31,962
PEACE Park Accessibility Improvements	\$ -	\$ 100,000		\$ -
Chesed Center Capital Improvements		\$ 50,000	\$ 49,000	\$ 49,000
Antisdale Road Resurfacing		\$ 197,485	\$ 162,892	\$ 162,892
Public Buildings & Lands Accessibility Improvements	\$ 115,000	\$ -		\$ -
PUBLIC FAC. & IMP. SUB-TOTAL	\$ 309,128	\$ 472,485	\$ 243,854	\$ 243,855
HOUSING ACTIVITIES				
Home Repair Resource Center (HRRC)				
HRRC Operating Expenses	\$ 116,194	\$ 201,842	\$ 200,842	\$ 200,842
Assist Incentive Grant	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000
Deferred Loan Match	\$ 3,000	\$ 10,000	\$ 10,000	\$ 10,000
Sr. Home Stability Grant	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
HRRC SUB-TOTAL	\$ 134,194	\$ 221,842	\$ 220,842	\$ 220,842
Housing Preservation Office (HPO)				
Senior Home Repair Program	\$ -	\$ 150,000	\$ 150,000	\$ 150,000
Home Repair Program	\$ -	\$ -		\$ -
Paint Program	\$ 80,000	\$ -		\$ -
Violation Repair Program for Seniors	\$ 40,000	\$ -		\$ -

EXHIBIT A

	2023 Allocations	2024 Requests	2024 CAC Recommend ation	2024 Admin Recommendation
Strategic Home Repair	\$ 50,000	\$ -		\$ -
Nuisance Abatement	\$ 340,000	\$ -		\$ -
HPO Operating/Staff	\$ 304,480	\$ 310,751	\$ 310,751	\$ 310,751
LMI Code Enforcement	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<i>HPO SUB-TOTAL</i>	<i>\$ 864,480</i>	<i>\$ 510,751</i>	<i>\$ 510,751</i>	<i>\$ 510,751</i>
FutureHeights - FutureHomes Program	\$ -	\$ 40,000	\$ 7,234	\$ 7,234
HOUSING SUB-TOTAL	\$ 998,674	\$ 772,593	\$ 738,827	\$ 738,827
COMMERCIAL/ECONOMIC DEVELOPMENT				
<i>Economic Development Department</i>				
E.D Administration	\$ 50,000	\$ 75,000	\$ 75,000	\$ 75,000
Storefront Consultants	\$ -	\$ -		\$ -
Storefront Renovation Loans	\$ 100,000	\$ -		\$ -
Storefront Renovation Rebates	\$ 50,000	\$ -		\$ -
Microenterprise Program	\$ -	\$ -		\$ -
<i>ED SUB-TOTAL</i>	<i>\$ 200,000</i>	<i>\$ 75,000</i>	<i>\$ 75,000</i>	<i>\$ 75,000</i>
COMMERCIAL/ED SUB-TOTAL	\$ 200,000	\$ 75,000	\$ 75,000	\$ 75,000
GRAND TOTAL	\$ 2,017,523	\$ 1,928,491	\$ 1,609,206	\$ 1,609,207
Contingency				
Reallocated Funds	\$ 458,395	\$ 59,207	\$ 59,207	\$ 59,207
HUD ALLOCATION	\$ 1,559,128	\$ 1,550,000	\$ 1,550,000	\$ 1,550,000
			\$ 1	(0)
SUBCOMMITTEE ASSIGNMENTS KEY				
Commercial Areas				
Finance and Other				
Neighborhood Activities				
Preservation and Housing				
Admin %	17.7%	20.2%	19.30%	19.3%
PS %	11.6%	15.3%	14.98%	15.0%
Admin Cap	\$ 311,826	\$ 310,000	\$ 321,841.38	\$ 321,841.38
PS Cap	\$ 233,869.20	\$ 241,381.05	\$ 241,381.03	\$ 241,381.03
Admin Budgeted	\$ 275,251	\$ 312,525	\$ 310,525	\$ 310,525
PS Budgeted	\$ 234,470	\$ 295,888	\$ 241,000	\$ 241,000
LM %	72%	94%	92%	92%

EXHIBIT B

DRAFT
PY 2024 CDBG
ANNUAL ACTION
PLAN



CLEVELAND HEIGHTS

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Five-Year Consolidated Plan (FY 2020-2024) for the City of Cleveland Heights describes the needs of low- and moderate-income residents, persons with special needs, and homeless individuals and families. The Strategic Plan section outlines the goals, strategies, partners, and anticipated financial resources that will be available to implement projects using HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. This document, the Annual Action Plan, sets forth the specific projects that will be implemented during FY 2024. At the conclusion of each year, the City submits the Consolidated Annual Performance and Evaluation Report (CAPER), describing the results in implementing projects.

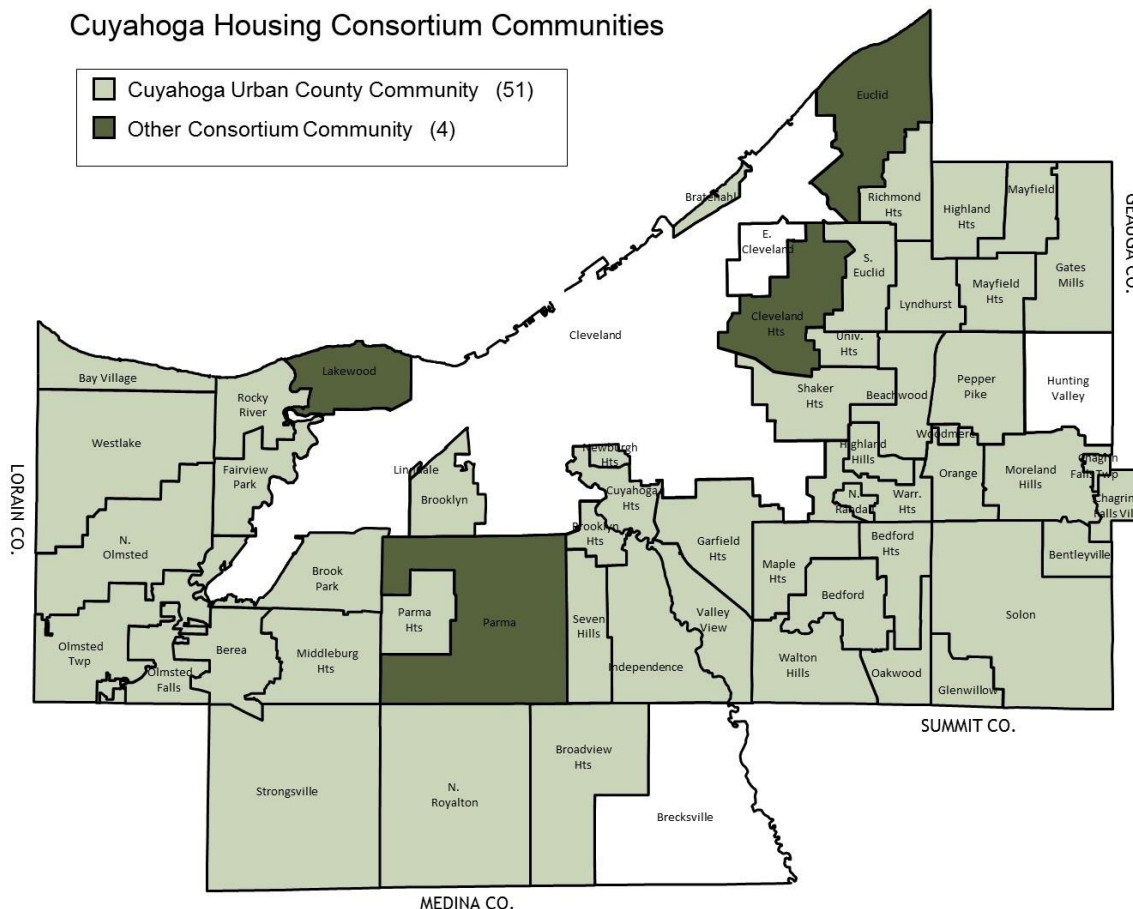
HUD funding is intended to assist individuals and families that earn less than 80% of the Median Family Income (MFI) in a metropolitan area. HUD defines these categories based upon household income, adjusted for family size. The maximum income for a family of four in 2023 is: \$30,000 (0-30% of MFI), \$45,200 (31-50% of MFI), and \$72,300 (51-80% of MFI).

Cuyahoga Housing Consortium

The City of Cleveland Heights is a member of the Cuyahoga Housing Consortium (Consortium) (*see attached Map*). The five Consortium members – the HUD entitlement jurisdictions of Cleveland Heights, Euclid, Lakewood, Parma, and the Cuyahoga County Urban County – formed the HUD-approved Consortium in the early 1990's to leverage HOME program funds for their communities. By acting jointly, the funding amount received by the group is greater than the amount of money that could be obtained by the jurisdictions individually. The Consortium also uses the opportunity of having 55 communities working together – representing two-thirds of all county residents (840,000 persons) – to ensure broader planning and coordination on affordable housing issues within Cuyahoga County.

In some sections, the FY 2020-2024 Five-Year Plan for the Cuyahoga County Urban County incorporates discussions pertaining to the Consortium as a whole.

Cuyahoga Housing Consortium Communities



Cuyahoga Consortium

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

HOUSING NEEDS

Cleveland Heights, Ohio, a community of 19,235 households and 45,390 persons (2011-15 ACS), is located in northeastern Cuyahoga County. Between 2009 and 2015, the population declined 2% and the number of households decreased 1%. While the median income, at \$53,014, increased 8% between 2009 and 2015, 42% of all households have incomes that are 80% or less of the (HUD) Area Median Family Income (HAMFI). Poverty citywide was 19% and varied by Census Tract.

The percentages of all households whose incomes were 80% or less of HAMFI varied depending on household type: households with one or more children six years or younger (50%, 1,184 households);

large family households (51%, 690 households); households containing at least one elderly person 62 years or older (41%, 2,494 households), and small family households (28%, 1,920 households).

Housing affordability is one of the most prevalent housing problems in Cleveland Heights. Median rent, at \$750, and median housing value, at \$128,400, while similar to the county medians, still pose a financial burden for households with lower incomes. Another measure of affordability is cost burden (spending more than 30% of income for housing), or severe cost burden (spending more than 50% of income for housing). Of the 2,345 households with a cost burden greater than 30%, 1,985 households (69% renters and 31% owners) had incomes that were 80% or less of HAMFI. Of the 3,039 households with a cost burden greater than 50%, 2,975 households (59% renters and 41% owners) had incomes that were 80% or less of HAMFI. Small family households, the elderly, and "other" (one-person) households with incomes that were 80% or less of HAMFI experienced the greatest burden.

Poverty also continues to put low-income individuals and families with children at-risk of homelessness.

Needs of Homeless Persons and Families

The Cleveland/Cuyahoga County Office of Homeless Services (OHS) collects data on the extent and nature of homelessness in Cuyahoga County through the Cleveland/Cuyahoga County Continuum of Care (CoC) providers at emergency shelters, transitional housing, and permanent supportive housing facilities utilizing the Homeless Management Information System. The OHS/CoC also conducts the annual Point-in-Time count, which is conducted in accordance with HUD standards. It is estimated that about 2,044 persons experience homelessness on any given night; about 7,250 persons experience homelessness each year; and almost 3,441 persons – both individuals and families – lose their housing and become homeless each year. The homeless include chronically homeless individuals and families, children, and veterans. Two-thirds of homeless persons are Black or African American, and just over 30% are White. About 1% of homeless persons are unsheltered.

In Cuyahoga County, the extensive network of public, private, and non-profit agencies that comprise the CoC work in concert to meet the needs of homeless persons, actively promoting an approach that focuses on preventing and ending homelessness and rapidly returning people who have become homeless to housing. Particular emphasis is placed on assisting chronically homeless individuals and families, families with children, persons with HIV/AIDS, veterans and their families, and unaccompanied youth. The network includes providers of housing and supportive services for the homeless, as well as governmental departments and area non-profit agencies that provide services and link persons to mainstream benefits, helping the homeless to find, and retain, housing.

AP-05 Objectives and Outcomes Summary (continued)

The City of Cleveland Heights does not receive HUD Emergency Solutions Grant funds that assist in implementing these strategies, however residents of any community countywide, including Cleveland Heights, can utilize the CoC's services.

Non-homeless Persons with Special Needs

HUD has defined a number of special needs categories of persons within the low- and moderate-income population: elderly (age 62 and older); frail elderly; persons with mental, physical, and/or developmental disabilities; persons with alcohol or other drug addiction; persons with HIV/AIDS and their families; and survivors of domestic violence, dating violence, sexual assault, and stalking. Persons in all these categories live in Consortium jurisdictions and have housing and supportive service needs.

A network of providers delivers housing and supportive service in Cuyahoga County to meet the needs of special needs populations.

HOUSING MARKET

Cleveland Heights, a built-out first ring suburb of Cleveland, had more than two-thirds of its housing construction occur pre-1950. The 2011-15 ACS data showed 21,805 housing units in Cleveland Heights, a 1% decrease since 2000. Of these units, almost 88% were occupied and 12% were vacant. Of the occupied housing units, about 57% were owner-occupied, while 43% were renter-occupied. Owner and renter occupancy varied by Census Tract.

About 64% of all units (13,870 units) in Cleveland Heights were single-family (detached or attached) housing units, 12% (2,580 units) were 2-4 units, 12% (2,710 units) were 5-19 units, and 12% (2,570 units) were structures with 20 or more units. Percentages of structures with a large number of units varied by Census Tract.

The number of bedrooms in housing units showed considerable variation by tenure. Larger units were more common among owners (10,870 units): 90% of units had 3 or more bedrooms and 9% of units had 2 bedrooms. Conversely, of renter-occupied units (8,360 units) only 33% had 3 or more bedrooms, 31% had 2 bedrooms, 33% had 1 bedroom, and 3% had zero bedrooms.

In terms of affordability, a limited number of units are affordable to low income renter households: 5% at 30% HAMFI, about 13% at 50% HAMFI, and about 35% at 80% HAMFI. The situation is even more serious for owner households: (no data at 30% HAMFI), about 7% at 50% HAMFI, about 17% at 80% HAMFI, and 23% at 100% HAMFI.

Cost of Housing

When compared to housing costs in other parts of the country, the overall housing market in Cuyahoga County and Cleveland Heights has remained relatively affordable for the last several decades. During the Great Recession, rents remained stagnant and home values fluctuated substantially. Median home sale prices have stabilized and have increased gradually in Cleveland Heights from 2016 through 2019. No significant change is anticipated in the overall affordability of the housing market relative to home

values or rent levels. The potential impact of the current coronavirus pandemic on real estate prices during the next several years is unclear.

Housing Condition

About 93% of the housing units in Cleveland Heights were built in 1979 or earlier, meaning that cyclical maintenance is an ongoing need. Only about 2% of the housing units experienced the situation of overcrowding, lack of complete kitchen facilities, or lack of complete plumbing facilities.

Lead based-paint (LBP) hazard is an ongoing issue due to the quantity of pre-1980 housing stock. While lead remediation has occurred in a limited number of units, childbirth and/or the movement of households to unremediated units creates new situations of LBP hazards for small children.

AP-05 Objectives and Outcomes Summary (second continuation)

STRATEGIC PLAN

Goals and Programs

The City of Cleveland Heights has identified four goals, through which activities will be implemented during the next five years:

Improve, Maintain, and Expand Affordable Housing: provide programs for renters and owners, including down-payment assistance, home improvement, weatherization/energy efficiency, accessibility improvements, and correction of building code violations. Eligible areas will receive building code enforcement services. As a result of a local/state/national emergency or natural disaster, the City may improve neighborhood stability by assisting renters and/or owners who are at-risk of foreclosure, eviction, and/or utility termination to remain in their housing.

Revitalize Residential Neighborhoods: improve the physical condition, health, and safety of neighborhoods with projects such as improvements to rights-of-way, water and/or sewer lines, and/or public facilities. The City may also fund activities to remediate blighted conditions.

Provide Needed Public Services: focus on the elderly, frail elderly, persons with physical disabilities, persons with developmental disabilities, and low- and moderate-income families with children as a priority for housing assistance. The City will assist public service activities that include - but are not limited to - education, work, transportation, healthcare, housing, fair housing, healthy food access, and domestic violence. The City may support interrupted or at-risk governmental functions.

Increase Economic Opportunities: provide public infrastructure improvements to aid economic development; assist for-profit commercial enterprises with access to working capital, building rehabilitation and new construction activities designed to create or retain jobs; eliminate substandard or blighted building and neighborhood conditions.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Cleveland Heights has programmed its Community Development Block Grant and HOME funds for activities that significantly address neighborhood and community issues and will continue to do so. For example, housing rehabilitation work eliminates significant health and safety deficiencies; the downpayment assistance program strengthens neighborhoods and supports community property values by creating new homeowners; code enforcement activities over time have resulted in a decrease in the number of housing units with serious exterior violations; the storefront renovation and commercial loan programs strengthen local businesses and retain/create jobs; and essential public services that assist youth, the elderly, and other groups of residents in need of assistance help households with low- and moderate-income prevent homelessness and build towards self-sufficiency.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the development of the FY 2024 Annual Action Plan, the City of Cleveland Heights utilized notices in a newspaper of general circulation, public meetings, and internet outreach to solicit public comment. Public notices and documents were posted on the City's website and hybrid online/in-person public hearings were held.

The City of Cleveland Heights has a Citizens Advisory Committee (CAC), which reviewed funding proposals from the local government and nonprofit organizations. In a series of public meetings, the CAC hosted presentations from the applicants and discussed the proposals. The CAC presented the FY 2024 Annual Action Plan funding recommendations to Cleveland Heights City Council for their review and approval prior to the submission of the documents to HUD. For more specific details about the citizen participation process, please refer to section **PR-15 Citizen Participation**.

The City of Cleveland Heights is active throughout the year in monitoring its activity subrecipients and consulting with nonprofit organizations and public agencies to gain input and feedback. For more specific details about the consultation process, please refer to section **PR-10 Consultation**.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

To be completed at the end of the public comment period and prior to submission to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable

7. Summary

This section is intentionally left blank.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLEVELAND HEIGHTS	
CDBG Administrator	CLEVELAND HEIGHTS	Dept. of Planning & Development

Table 1 – Responsible Agencies

Narrative (optional)

This document discusses the Community Development Block Grant funds received directly by Cleveland Heights, Ohio. This document is also part of a submission to HUD by the Cuyahoga Housing Consortium, representing the five jurisdictions of Cleveland Heights, Euclid, Lakewood, Parma, and the Cuyahoga County Urban County.

The Cuyahoga Housing Consortium

In 1991, the City of Cleveland Heights, City of Euclid, and the Cuyahoga County Department of Development—at that time representing the 43 communities of the Cuyahoga County Urban County—received HUD approval to form the Cuyahoga Housing Consortium. Over several years, the Cities of Lakewood and Parma received HUD approval to join the Consortium. With later community additions to the Cuyahoga County Urban County, in 2020 the Consortium represents about 840,000 persons in 55 communities, or two-thirds of all Cuyahoga County residents.

The Consortium is governed by a seven-member Board consisting of the Mayor or City Manager of Cleveland Heights, Euclid, Lakewood, and Parma, along with 3 Cuyahoga County appointees. These jurisdictions formed a consortium to receive HOME funds jointly from HUD. By creating the Consortium, the total amount of HOME funds received by the group is greater than the amount of HOME funds that could be obtained by

the individual jurisdictions. Cumulatively, that decision has brought millions of dollars for local housing programs. Actions taken as the Cuyahoga Housing Consortium do not affect allocations of CDBG funds or other federal funds to the individual members.

In addition to receiving HOME funds, the Consortium leverages the fact that 55 communities in Cuyahoga County work together for the Consolidated Plan process, which is an opportunity to ensure broader planning and coordination on affordable housing issues within the county. The following CDBG entitlement communities are not members of the Consortium and file Consolidated Plan documents directly with HUD: Cleveland and East Cleveland.

The Consolidated Plan approach is the means to meet the submission requirements for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) formula programs, the four formula programs available to jurisdictions:

- **Community Development Block Grant (CDBG).** These funds are used for a variety of community development, neighborhood revitalization, or economic development programs, with the intent of assisting low- and moderate-income people and improving deteriorated areas.
- **HOME Investment Partnerships Program (HOME).** These funds are used specifically for housing related projects, such as first-time homebuyer assistance or housing rehabilitation. The funds are received directly from HUD by the Cuyahoga Housing Consortium on behalf of its five partner jurisdictions, and Cuyahoga County is the lead administrative entity.
- **Emergency Solutions Grant (ESG).** Based upon HUD formulas, only Lakewood and the Cuyahoga County Urban County receive ESG funds directly from HUD. These funds are intended to assist persons and families who are homeless or at-risk of homelessness. The funds can be spent in any community in Cuyahoga County.
- **Housing Opportunities for Persons With AIDS (HOPWA).** In Northeast Ohio, only Cleveland receives HOPWA funds from HUD, and that city coordinates funding in Cuyahoga County and surrounding counties. The funds can be spent in any community in Cuyahoga County.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The following are several examples of existing coordination between public and assisted housing providers and private and government health, mental health, and service agencies in Cuyahoga County that have the potential to involve residents of Consortium jurisdictions:

- The Board of Cuyahoga County Alcohol, Drug Addiction & Mental Health Services (ADAMHS) provides housing related activities through a number of programs, such as the Housing for Persons on MAT (Medication-Assisted Treatment), funded through the Ohio Department of Mental Health and Addiction Services (OhioMHAS)-State Opioid Response program. During 2018, of the total \$19.5 million spent by the Board related to addiction services, approximately \$1.9 million was spent on housing services.
- There are also persons released from physical health institutions that could be at-risk of homelessness, such as persons who have lost employment during their hospital stay, do not have sufficient savings to pay ongoing housing and housing-related costs during their hospital stay, and do not have a support network of other persons to assist them through this period. Social workers at physical health institutions have access to resources such as United Way of Greater Cleveland's 211/First Call For Help, an information clearinghouse staffed 24-hours-a-day to provide information on a variety of health, housing, and human service needs. In addition to United Way and its partner organizations, the Cleveland/Cuyahoga County Office of Homeless Services is also available to assist in an effort to prevent a homelessness situation from occurring.
- Cuyahoga Metropolitan Housing Authority police officers receive training to better handle social problems they confront, such as poverty, domestic violence, drug abuse, and child welfare. At the time of assistance, officers make referrals to mental health professionals. Counselors respond within 48 hours to schedule counseling, and an evaluation visit takes place within three days. The Police Assisted Referral (PAR) program is a partnership led by the Partnership for a Safer Cleveland and includes the CMHA Police Department, Case Western Reserve University's Begun Center on Violence Prevention Research and Education at the Mandel School of Applied Social Sciences, FrontLine, and Beech Brook.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Housing providers, and health and service agencies in Cuyahoga County have a long record of working together to address the needs of homeless persons, including the chronically homeless, families with children, veterans, and unaccompanied youth, as well as persons at risk of homelessness. The following are selected projects.

Guaranteed Access to Shelter

The Cleveland/Cuyahoga County Continuum of Care (CoC) and government officials, county and city departments, and non-profit housing and service providers guarantee that everyone will have access to emergency shelter, or, if a shelter is full, transportation and space at another facility.

HousingFirst Initiative (HFI)

HFI is a successful public/private partnership to develop permanent supportive housing and end chronic homelessness countywide. HFI moves chronically homeless persons into stable housing and links the person to comprehensive support services on-site. About 80% of residents remain in their apartments, with almost all engaged in services. The rate of emergency room visits and hospitalizations has been substantially reduced. About 20% of the residents move on to more independent housing situations and/or reunite with family. Only a small percentage of persons return to a shelter.

Hospital Protocols for the Homeless

A difficulty for shelters, hospitals, and hospitalized homeless persons is when the patient is about to be discharged. If the patient has recovered sufficiently, the hospital cannot continue to keep him/her, however a shelter often does not have the medical expertise or appropriate accommodations to care for someone with more extensive medical needs. Through the CoC, a coalition of shelter providers, hospital social work staff and administrators, and local foundations implemented discharge screening guidelines. If the patient is homeless at discharge but does not meet ten basic functioning measures, the patient is sent to a nursing home or alternative care facility until the person can be safely discharged to a non-medical living situation.

211/First Call for Help

The United Way of Greater Cleveland administers this 24-hour/7 day-a-week hot line. This resource, developed collaboratively by United Way and social service providers, allows anyone, including homeless persons or persons at risk of homelessness, to call with questions regarding service needs and immediately receive an answer or referral.

Discharge Policies

State and local governments are required to have Discharge Coordination Policies and Protocols in place to ensure that a person being discharged from a publicly funded institution or system of care, such as health care facility, mental health care facility, foster care, youth facility, or correctional facility, is not discharged into homelessness. The CoC has adopted existing State policies and procedures or developed its own policies and procedures to address this need.

Cuyahoga County Office of Re-Entry

The Cuyahoga County Office of Re-entry, Department of Health and Human Services, addresses the needs of persons returning to Cuyahoga County from the Ohio Department of Rehabilitation and Correction. The Office funds agencies, programs, and entities working with individuals in jail, prison, or on community control, probation or parole. These entities serve currently incarcerated persons, persons under community control sanctions, juveniles, people formerly incarcerated, and others with a range of judicial backgrounds, including arrests. A client is someone returning to the community after a period of incarceration and experiencing significant barriers to reintegration, including employment, education, housing, or support services such as behavioral health and substance abuse treatment.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cleveland Heights is not a recipient of Emergency Solutions Grant funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Alcohol Drug Addiction & Mental Health Services Board of Cuyahoga County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Services - Victims Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members and the Continuum of Care have policy and program discussions with this agency on an ongoing basis to address the needs of county residents.

2	Agency/Group/Organization	City of Cleveland Heights - Housing Programs
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City department and the City Department of Planning and Development have policy and program discussions on an ongoing basis to address the housing needs of Cleveland Heights residents.
3	Agency/Group/Organization	City of Cleveland Heights - Office on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City office and the City Department of Planning and Development have policy and program discussions on an ongoing basis to address the needs of elderly Cleveland Heights residents.

4	Agency/Group/Organization	Cleveland/Cuyahoga County Office of Homeless Services
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members work with OHS staff, its Advisory Board, and committees on an ongoing basis to coordinate the needs of homeless and at-risk homeless county residents.

5	Agency/Group/Organization	Cuyahoga County Board of Developmental Disabilities
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium and the Continuum of Care have policy and program discussions with this agency on an ongoing basis to address the needs of county residents.
6	Agency/Group/Organization	Cuyahoga County Board of Health
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. Consortium members and this agency jointly plan, implement, and administer programs that are part of the countywide lead-based paint strategy.
7	Agency/Group/Organization	Cuyahoga County Department of Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. This agency is the lead entity for the Cuyahoga Housing Consortium for HOME funds. Consortium members partner with this agency on economic development projects.
8	Agency/Group/Organization	Cuyahoga County Department of Public Works
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Non-housing community development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis to address the infrastructure needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas.

9	Agency/Group/Organization	Cuyahoga County Fiscal Office
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis related to real estate data for county communities. Condition of housing data was obtained from this agency and analyzed as part of this plan.
10	Agency/Group/Organization	Cuyahoga County Land Reutilization Corporation
	Agency/Group/Organization Type	Housing Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address foreclosure and property disposition issues in county communities. Consortium members and this agency jointly plan and implement projects that impact low- and moderate-income areas, including acquisition, sale, demolition, and rehabilitation of buildings.
11	Agency/Group/Organization	Cuyahoga Metropolitan Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Regional organization

	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. In addition, on a regular basis this agency shares countywide program usage information with the member communities.
12	Agency/Group/Organization	FutureHeights
	Agency/Group/Organization Type	Services - Housing Services-Education Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis concerning neighborhood revitalization and various community issues.
13	Agency/Group/Organization	Greater Cleveland Regional Transit Authority
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have program discussions with this agency on an ongoing basis to address the current public transit system and needs of county communities, particularly the impact on low- and moderate-income areas.

14	Agency/Group/Organization	Home Repair Resource Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis to address the housing needs of Cleveland Heights residents and housing market issues in Cleveland Heights.
15	Agency/Group/Organization	Maximum Accessible Housing of Ohio
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis to address the housing needs of Cleveland Heights residents with mobility disabilities and housing market issues in Cleveland Heights.

16	Agency/Group/Organization	Northeast Ohio Areawide Coordinating Agency
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the infrastructure and transit needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas. All five Consortium jurisdictions have seats on the NOACA Board of Directors.
17	Agency/Group/Organization	Northeast Ohio First Suburbs Consortium
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The nineteen community members of this Council of Governments work to maintain and revitalize their mature, developed communities and raise public and political awareness of the problem and inequities associated with urban sprawl and urban disinvestment. Cuyahoga County has policy and program discussions with this organization on an ongoing basis to address housing and other community needs. The four suburban members of the Cuyahoga Housing Consortium (Cleveland Heights, Euclid, Lakewood, and Parma) are members of the organization.
18	Agency/Group/Organization	Northeast Ohio Regional Sewer District
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address sewer infrastructure needs of county communities. Consortium members and this agency jointly plan and implement infrastructure projects that positively impact low- and moderate-income areas. Note: Euclid and Lakewood manage their own sewer infrastructure.
19	Agency/Group/Organization	Parma Public Housing Agency
	Agency/Group/Organization Type	Housing PHA Regional organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cuyahoga Housing Consortium members have policy and program discussions with this agency on an ongoing basis to address the needs of county residents. In addition, this agency makes available countywide program usage information.
20	Agency/Group/Organization	CLEVELAND HEIGHTS UNIVERSITY HEIGHTS SCHOOL BOARD
	Agency/Group/Organization Type	Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Cleveland Heights and this organization have policy and program discussions on an ongoing basis to address the housing needs of School District families and housing market issues in Cleveland Heights.
21	Agency/Group/Organization	City of Cleveland Heights - Department of Public Works
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City department and the City Department of Planning and Development have policy and program discussions on an ongoing basis to address the infrastructure needs of Cleveland Heights residents.
22	Agency/Group/Organization	Fair Housing Center for Rights and Research
	Agency/Group/Organization Type	Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As an organization providing fair housing services to the City of Cleveland Heights, the Department of Planning and Development and FHCRR have policy and program discussions on an ongoing basis to address housing issues in Cleveland Heights.

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Cleveland/Cuyahoga County Continuum of Care	The Consolidated Plan Strategic Plan goals support the goals of the Continuum of Care (CoC). The Cleveland/Cuyahoga County Homeless Services (OHS) serves all 59 communities in Cuyahoga County and coordinates the CoC, an extensive network of private, and non-profit agencies that facilitate and/or provide, either directly or indirectly, assisted housing, health services, and social services to persons in Cuyahoga County who are chronically homeless, homeless, or are at-risk of homelessness. See the 2023-2024 Change and Cuyahoga County Health and Human Services Annual Overview.
Economic Development Plan	Cuyahoga County	This plan, updated annually by Cuyahoga County government, focuses on the areas of innovation, investment, collaboration, and education as themes for County economic development decisions. Although primarily intended to be implemented with more than dollars provided by HUD, the Plan emphasizes that investments should create high-quality, well-connected places, provide training and preparation for jobs and careers, and accelerate business growth. The Consolidated Plan Strategic Plan goals, using the County's investment objectives of the Cuyahoga County Economic Development Plan. https://www.cuyahogacounty.us/docs/default-source/development/economicdevelopmentplan.pdf

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Rebuilding as One: A Common Sense Approach to Hous	Northeast Ohio First Suburbs Consortium	This 2013 report outlines issues and strategies to address housing issues, particularly in the Cuyahoga County suburbs that geographically form the first ring of development beyond Cleveland. Building on the Cuyahoga County Economic Development goal of creating high-quality, well-connected places that provide our residents with great communities to live, work, and play, the report emphasizes strategies focusing on the four policy areas of preserving older housing stock, reducing vacancy and blight, strengthening, and promoting stability. The Consolidated Plan Strategic Plan goals focus significant housing funds on investing in existing housing through rehabilitation and homebuyer programs plus code enforcement, which reinforce the strategies outlined in the Rebuilding as One report. http://nebula.wsimg.com/dcb273f93355b0f0d3ee06c9cd4429ee?AccessKeyId=09E1CA301C4A0B66503D&disposition=0
Vibrant NEO 2040	Northeast Ohio Sustainable Communities Consortium Initiative	Funded by a HUD/USDOT/USEPA Partnership for Sustainable Communities Initiative grant, this twelve county regional plan by 33 organizations developed a vision for the future of Northeast Ohio. The eight objectives include promoting investment in established communities, developing the regional economy with accessible employment opportunities, and enhancing transportation network. The Consolidated Plan Strategic Plan goals focus on investing funds in housing, businesses, and infrastructure in developed neighborhoods, commercial districts, and industrial areas, which reinforce the goals of Vibrant NEO 2040. http://vibrantneo.org
Cleveland Heights Master Plan	City of Cleveland Heights	A Master Plan outlines a community's vision for the future and then describes specific action steps that can be undertaken to accomplish them. A Master Plan allows the city to assess whether policies and actions currently undertaken are addressing or accomplishing long-term goals. Completed in 2017, the document is organized through a community vision through the Vibrant Neighborhoods, Complete Transportation Network, Environmental Sustainability, Business Friendly, Strong Business, High-Quality Infrastructure, Hub for Arts and Culture, Diverse and Open Community, Safe and Engaged Community, and Thriving Community. https://www.clevelandheights.com/234/Master-Plan
2020 Clev Hts Analysis of Impediments to FH Choice	City of Cleveland Heights	The 2020 AI examines housing practices within the community, identifies impediments to fair housing choice and recommends and practices in order to minimize these impediments. The plan is regularly consulted and is utilized when developing goals and priorities when drafting policies and plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The five Consortium jurisdictions take actions to encourage participation by all residents. For example, jurisdictions conduct outreach on a communitywide basis through various types of media, such as community based newspapers and newsletters, electronic newsletters, home mailings, websites, and public access cable TV channels. Outreach is also expanded through members of citizen advisory committees or special interest groups, as well as program subrecipients. Outreach is also conducted at community facilities, such as posting notices at recreation centers, senior centers, libraries, and municipal buildings. These actions increase the opportunity for residents from throughout a community to participate in the process, including low- and moderate-income residents, minorities, and residents living in HUD-assisted housing.

The Consortium jurisdictions also undertake the following types of actions to encourage citizen involvement:

- Translation services can be provided for non-English speaking residents.
- Meeting locations and office space housing Consortium jurisdiction staffs are accessible to persons with disabilities.
- Meetings, hearings and all other public activities are scheduled at times and locations convenient to encourage attendance.
- Reasonable and timely access is provided to information and records relating to the Consolidated Plan and use of HUD assistance.
- Each Consortium jurisdiction has a Citizen Participation Plan, which is available on request.

The Cuyahoga County Department of Development, as the lead administrative entity for the Cuyahoga Housing Consortium, was responsible for overseeing the development of the Five-Year Consolidated Plan, with assistance from PlaceMark Collaborative, LLC, Lakewood, Ohio.

The following table shows the public comment process undertaken by Cleveland Heights. Due to the coronavirus pandemic and the Ohio Governor's stay-in-place order, documents were available on jurisdiction websites and online public hearings were held.

All public meetings were held on weekday evenings or weekdays during the day. All jurisdictions linked the public meetings for the Five-Year Consolidated Plan and the FY 2020 Annual Plan, which provided continuity for discussing both short-term and long-term timeframes. Also, jurisdictions with a Citizen Advisory Committee (CAC) coupled the public meetings for the Five-Year Consolidated Plan to the public meetings of

their CAC, which were in the process of receiving presentations from organizations and making funding recommendations for the FY 2020 Annual Plan.

All public meetings were held at well-known local facilities that were accessible to persons with disabilities. At each public meeting, the Five-Year Consolidated Plan was listed and discussed as a separate agenda item. The discussions included presentations of background information, data, and priorities, and time was allotted for audience questions.

The staffs of Consortium jurisdictions provide technical assistance to groups developing proposals for funding assistance under the Consolidated Plan. Offers of technical assistance are included as part of application materials, published notices, and/or made verbally during group meetings. Staffs also provide their contact information on their respective websites. Technical assistance, on a one-on-one basis, often includes explanations concerning programs, potential projects, application procedures, or application content.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Print (Sun News) and online notification on the City's website advertising 2 CAC Public Hearings where Year 50 applicants present their requests and discuss past performance.	No formal comments were received.	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	CAC Public Hearings were held on August 8 and August 15, 2023. Applicants presented their requests and discussed their past performance. Minutes are available on the City's website.	No formal comments were received.	NA	www.clevelandheights.gov
3	Newspaper Ad	Non-targeted/broad community	An ad was placed in the Sun News on January 11, 2024 advertising the Year 50 allocations, announcing the 30 day public comment period, soliciting public comments and announcing a public hearing scheduled for January 17, 2024.	To be determined	To be determined	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	A public hearing was held on January 17, 2024 for the purposes of reviewing the draft 2024 Annual Action Plan, to offer an opportunity for public comment and for the Citizen Advisory Committee to review any public comments that had been received to that point.	No formal comments were received.	NA	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,550,000	126,500	287,880	1,964,380	0	The listed prior year resources are reprogrammed prior year resources.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Cleveland Heights has been successful in leveraging additional funds. Many of the City's rehabilitation programs require the homeowner to match funds they receive. For example, the Home Repair Resource Center has established good working relationships with several area banks that contribute to their ability to leverage additional funds. The City works to maximize our infrastructure projects by leveraging federal, state and county resources where possible. Most of our Public Service subrecipients receive funding from multiple public and private agencies and individuals. The City also requires a matching percentage from all commercial businesses which participate in our Commercial Loan or Storefront Renovation projects.

The City of Cleveland Heights is also a partner with the Cuyahoga County Board of Health to implement the Lead Safe Cuyahoga program. This program assists with the removal of lead hazards in low- and moderate-income households where children under the age of six are residing in the home or, in the case of rental units, where there is a high probability of children residing. Property owners must provide a minimum matching percentage to participate in the program unless exempted by an administrative decision. Cuyahoga County has also allocated local funds in order to address lead hazards in homes that are above 80% AMI and/or cannot afford the property owner match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

For 2024, the public land that will be utilized for CDBG projects include: Cain Park and the Antisdale Road Right-of-Way. The City of Cleveland Heights anticipates that the Cain Park Playground will help assist children with and without disabilities, particularly children from low- and moderate-income households in the surrounding neighborhoods. Antisdale Road will assist low- and moderate-income households in the immediate area as well as all travelers that utilize this local road. City owned offices and public facilities will be utilized for administrative purposes, program delivery purposes and for the direct provision of services that will improve the accessibility, sustainability and the affordability of housing.

Discussion

This area is intentionally left blank.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve, Maintain, and Expand Affordable Housing	2020	2024	Affordable Housing Non-Homeless Special Needs	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry	Low- and Moderate-Income Programs Housing	CDBG: \$929,000	Homeowner Housing Rehabilitated: 84 Household Housing Unit
2	Revitalize Residential Neighborhoods	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor Code Enforcement LMA's	Low- and Moderate-Income Programs	CDBG: \$293,854	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 12760 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1050 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Needed Public Services	2020	2024	Non-Homeless Special Needs	City of Cleveland Heights	Low- and Moderate-Income Programs	CDBG: \$241,000	Public service activities other than Low/Moderate Income Housing Benefit: 4615 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted
4	Increase Economic Opportunities	2020	2024	Non-Housing Community Development	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry	Low- and Moderate-Income Programs	CDBG: \$190,000	Facade treatment/business building rehabilitation: 8 Business Jobs created/retained: 30 Jobs Businesses assisted: 8 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve, Maintain, and Expand Affordable Housing
	Goal Description	Goal I: Improve, Maintain, and Expand Affordable Housing will be carried out by four organizations in 2024: the City of Cleveland Heights' Housing Preservation Office (HPO), the Home Repair Resource Center (HRRC), FutureHeights CDC, and Start Right CDC. Activities undertaken by HPO in 2024 are: the Senior Housing Rehabilitation Program, the Housing Rehabilitation Program (prior year funds), the LMI Code Enforcement Program, and Program Delivery Costs associated with the aforementioned programs. Additionally, HPO operates the HOME-funded Deferred Loan and No Interest Loan Programs; and the Lead Safe Cuyahoga and Healthy Homes Programs. Activities undertaken by HRRC in 2024 are: the Assist Incentive Grant Program, Deferred Loan Match Program, Senior Home Stability Grant Program, Lead Remediation Program (prior year funds), the Assist 0% Program (prior year funds), and Program Delivery Costs associated with the aforementioned programs. HRRC also administers the HOME-funded Down Payment Assistance Program. In 2024, FutureHeights will be continuing their FutureHomes Program. In 2024, Start Right CDC will be continuing their Good Neighbor Home Rehab (prior year funds) Program.
2	Goal Name	Revitalize Residential Neighborhoods
	Goal Description	Goal II: Revitalize Residential Neighborhoods is being carried out by three city departments and one non-profit organization in 2024: the City of Cleveland Heights' Public Works Department, the City of Cleveland Heights' Housing Preservation Office, the City of Cleveland Heights' Public Buildings and Lands Department, and Jewish Family Services of Greater Cleveland (Chesed Center). The Public Works Department will be replacing the road and sewer line on Antisdale Road utilizing CDBG funds. The Housing Preservation Office conducts systematic housing code enforcement in low-mod areas and the removal of slum and blighted conditions throughout the City (nuisance abatement). The Department of Public Buildings and Lands will be utilizing CDBG funds to replace a playground with accessibility features that serves low- and moderate-income neighborhoods. Jewish Family Services will be rehabilitating the Chesed Center property, a kosher food pantry.

3	Goal Name	Provide Needed Public Services
	Goal Description	Goal III: Provide Needed Public Services will be carried out by 10 different organizations in 2024. These organizations are: the Home Repair Resource Center (HRRC), the City of Cleveland Heights' Office on Aging, The City of Cleveland Heights' Housing Preservation Office (HPO), the City of Cleveland Heights' Recreation Department, the Heights Emergency Food Center, Family Connections, Open Doors Academy (ODA), Start Right CDC, Gesher, Lake Erie Ink, Naaleh Cleveland and the Chesed Center.
4	Goal Name	Increase Economic Opportunities
	Goal Description	Goal IV: Increase Economic Opportunities, will utilize 1 organization in 2024: the City of Cleveland Heights' Economic Development Department. The City's Economic Development Department operates several programs with 2023 funds, prior year funds and program income. These programs include: the Storefront Renovation Rebate and Grant Programs, the Commercial Revolving Loan Fund, the Microenterprise Assistance Loan Fund and the program delivery costs associated with administering the aforementioned programs.

Projects

AP-35 Projects – 91.220(d)

Introduction

There are three national objectives under the CDBG program that all projects must meet.

- 1) CDBG regulations require that no less than 70% of a grant can be awarded to projects that benefit low- and moderate-income persons.
- 2) CDBG funds may aid in the prevention or elimination of slum and blighted conditions.
- 3) CDBG funds may be utilized to address other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

The CDBG Program is flexible and allows the City to determine how best to meet the needs of its low- and moderate-income residents. The goals established in the Consolidated Plan guide the City in awarding CDBG funds.

The City of Cleveland Heights will certify that 70% of the aggregate expenditure of CDBG funds over three years (2023, 2024, and 2025) will benefit persons of low and moderate incomes.

The figures listed for programs do not include funds that were allocated in prior years and funds that will be matched or leveraged through financial institutions and property owners on individual projects. Program income is budgeted back into the program that generated it, with the exception of funds being repaid to programs that no longer operate under CDBG. The defunct Short Term Deferred Loan, Deferred and No Interest housing loan repayments will be budgeted to the Housing Rehab Program.

Projects

#	Project Name
1	CDBG Administration
2	Fair Housing Activities
3	Neighborhood Engagement
4	Housing Rehabilitation LMI
5	Commercial District Revitalization
6	Public Facilities
7	Youth Programs

#	Project Name
8	Emergency Assistance
9	Senior Adult Programs
10	Housing Counseling
11	LMI Code Enforcement
12	Slum/Blight Removal
13	Mental Health Services

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Maximum priority is given to low-mod activities. Activities that achieve a low-mod housing benefit are given top priority, followed by low-mod area benefit, low-mod limited clientele benefit, and low-mod job seekers.

AP-38 Project Summary
Project Summary Information

DRAFT

1	Project Name	CDBG Administration
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	
	Funding	CDBG: \$226,999
	Description	CDBG funds contribute to salaries and related administrative expenses for staff in the Department of Planning and Development, planning costs, GIS, and accounting assistance from the Finance Department.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Admin activity
	Location Description	Cleveland Heights City Hall (40 Severance Circle)
	Planned Activities	CDBG funds contribute to salaries and related administrative expenses for staff in the Department of Planning and Development, planning costs, GIS, and accounting assistance from the Finance Department.
2	Project Name	Fair Housing Activities
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	Housing
	Funding	CDBG: \$38,525
	Description	Activities to affirmatively further fair housing choice.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Admin activity

	Location Description	Various locations throughout Cleveland Heights
	Planned Activities	Rental and sales audits, eviction prevention, diversity education, and racial equity and inclusion training.
3	Project Name	Neighborhood Engagement
	Target Area	City of Cleveland Heights
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Revitalize Residential Neighborhoods Provide Needed Public Services Increase Economic Opportunities
	Needs Addressed	
	Funding	CDBG: \$45,000
	Description	This project is an admin activity that will provide funding for programs that will support community capacity building in Cleveland Heights neighborhoods.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Admin activity
	Location Description	2843 Washington Blvd. and additional locations throughout Cleveland Heights
	Planned Activities	Neighborhood leadership program, civic group technical assistance and neighborhood advocacy.
4	Project Name	Housing Rehabilitation LMI
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry
	Goals Supported	Improve, Maintain, and Expand Affordable Housing
	Needs Addressed	Low- and Moderate-Income Programs Housing
	Funding	CDBG: \$94,331,264

	Description	This program provides funds for rehabilitation and repairs for low- and moderate-income homeowners. Housing program administration is also charged to CDBG for the operation of LMI Housing Rehabilitation programs.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 84 low- and moderate-income, owner-occupied households will benefit from the activities under this project.
	Location Description	Various locations throughout Cleveland Heights.
	Planned Activities	HRRC Administration, HRRC Assist Incentive Grants, HRRC Assist Deferred Loan Match Program, HRRC Senior Home Stability program, HRRC Home in the Heights, HRRC Lead Hazard Reduction Program, HPO Administration, HPO Senior Home Repair Program, HPO Home Repair Program, Start Right CDC Good Neighbor Program and FutureHeights FutureHomes Program.
5	Project Name	Commercial District Revitalization
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry
	Goals Supported	Increase Economic Opportunities
	Needs Addressed	Low- and Moderate-Income Programs Housing
	Funding	CDBG: \$190,000
	Description	This program provides funding for various activities which address the revitalization of the numerous commercial districts located in Cleveland Heights. CDBG funds also contribute to the administrative costs associated with the program.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 8 businesses will be assisted, 30 low-mod jobs will be created or retained and 8 facades will be rehabilitated.
	Location Description	Activities will take place throughout the City of Cleveland Heights.

	Planned Activities	Planned activities include: the storefront renovation rebate and loan program, the commercial revolving loan program and the microenterprise assistance loan program.
6	Project Name	Public Facilities
	Target Area	Noble Corridor, Mayfield Lee, and South Taylor
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Low- and Moderate-Income Programs
	Funding	CDBG: \$243,854
	Description	This project provides access to public facilities and constructs and rehabilitates public facilities with the intention of improving access.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	These activities will benefit low- and moderate-income households in low- and moderate-income areas. Approximately 12,760 households will benefit from these activities.
	Location Description	Activities will take place on Antisdale Road, Cain Park, and the Chesed Center (1898 S Taylor Rd, Cleveland Heights, OH 44118).
7	Planned Activities	Planned activities for this project are: the Antisdale Road and Sewer Replacement Project, 2024 Park Improvements (Cain Park Playground), and the Chesed Center Capital Improvements Project.
	Project Name	Youth Programs
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Low- and Moderate-Income Programs
	Funding	CDBG: \$87,000
	Description	Funds will be provided to support activities which address the needs of youth in low- and moderate-income families.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Low- and moderate-income families with school-aged children.

	Location Description	Various loactions throughout the community including, in-homes, Monticello Middle School, Roxboro Middle School, Oxford Elementary School, Noble Elementary School, Boulevard Elementary School, and the Cleveland Heights Community Center.
	Planned Activities	Planned activities include: Family Connections Family School Connection Program and Parent Cafe, Open Doors Academy Middle School and High School Programs, Lake Erie Ink, and the WAVE Mentoring Program.
8	Project Name	Emergency Assistance
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Low- and Moderate-Income Programs
	Funding	CDBG: \$87,000
	Description	This project will assist low- and moderate-income individuals and families that seek assistance due to unemployment, fixed income or any emergency that has left them in need of adequate food, shelter, etc.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that the activities undertaken under this project will benefit 3,335 low- and moderate-income families without adequate food or families eligible for various state and federal programs.
	Location Description	Activites under this category will take place at the Heights Emergency Food Center, the Start Right CDC Food Pantry,the Gesher Benefits Bank Office, and the Chesed Center.
	Planned Activities	The planned activities are the Heights Emergency Food Center, the Start Right CDC Food Pantry, the Gesher Benefits Assistance Program and the Chesed Center Food Pantry program.
9	Project Name	Senior Adult Programs
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Low- and Moderate-Income Programs
	Funding	CDBG: \$40,000

	Description	This project will provide Cleveland Heights senior citizens with social work services as needed.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 low- and moderate-income families with senior citizens will benefit from this project.
	Location Description	The Cleveland Heights Office on Aging (1 Monticello Blvd., Cleveland Heights).
	Planned Activities	The Cleveland Heights Office on Aging Resource Assistance program.
10	Project Name	Housing Counseling
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor
	Goals Supported	Improve, Maintain, and Expand Affordable Housing Provide Needed Public Services
	Needs Addressed	
	Funding	CDBG: \$25,000
	Description	This project provides counseling on financial literacy, first-time homebuyer issues, budgeting for home repair projects and other appropriate topics.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 200 families will benefit from this project that are low- and moderate-income households in need of housing or in need of assistance for housing related issues.
	Location Description	The Home Repair Resource Center
	Planned Activities	The Home Repair Resource Center's Housing Counseling Program.
11	Project Name	LMI Code Enforcement
	Target Area	Code Enforcement LMA's
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	Low- and Moderate-Income Programs Housing
	Funding	CDBG: \$50,000

	Description	This project provides Code Enforcement services in areas identified by HUD as low- and moderate-income areas.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Households in low- and moderate-income areas.
	Location Description	Low- and moderate-income areas.
	Planned Activities	LMA Housing Code Enforcement
12	Project Name	Slum/Blight Removal
	Target Area	City of Cleveland Heights Noble Corridor, Mayfield Lee, and South Taylor North Coventry
	Goals Supported	Revitalize Residential Neighborhoods
	Needs Addressed	
	Funding	CDBG: \$85,688
	Description	The Nuisance Abatement Program addresses blighted properties within the City. CDBG funds also contribute to the administration of the Nuisance Abatement Program.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 200 households in close vicinity to slum or blighted properties will benefit.
	Location Description	Residential and commercial properties throughout Cleveland Heights.
	Planned Activities	The Cleveland Heights Nuisance Abatement Program.
13	Project Name	Mental Health Services
	Target Area	City of Cleveland Heights
	Goals Supported	Provide Needed Public Services
	Needs Addressed	Low- and Moderate-Income Programs
	Funding	CDBG: \$20,000
	Description	Naaleh Cleveland seeks to assist approximately 400 residents with at least 51% coming from low-mod households.

	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Low- and moderate-income households in need of mental health services.
	Location Description	The Naalah Cleveland Office
	Planned Activities	Naalah Cleveland's counseling program and the High-Risk Teen Mentoring program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cleveland Heights is a diverse community that prides itself on its integrated neighborhoods. The city has a minority population of 23,137, representing 48.9% of the total population according to the 2010 census. The most recent data provided by HUD from the 2011-2015 ACS shows that there are 12 census block groups in the city which qualify as low- and moderate-income eligible areas.

Improvement Target Areas have been identified through a survey developed and conducted by the Cuyahoga County Planning Commission. This process was approved by HUD. The Improvement Target Area survey instrument is used to evaluate the condition of individual properties. An update to the Improvement Target Area study was conducted in 2012 and a completed report from the Cuyahoga County Planning Commission was received in 2013. The areas determined to be ITAs are the following: the intersection of Noble and Mayfield Roads (north side); the intersection of Mayfield and Lee Roads (south side) and the intersection of Cedar and South Taylor Roads (south side).

This updated Improvement Target Area study will be utilized in implementing the Storefront Renovation programs described in this plan that address area slum and blight.

Geographic Distribution

Target Area	Percentage of Funds
City of Cleveland Heights	100
Noble Corridor, Mayfield Lee, and South Taylor	
Code Enforcement LMA's	
North Coventry	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Most programs are available to low and moderate income households throughout the city as they are a direct low-mod housing benefit, low-mod area benefit or limited clientele benefit (Public Service activities). The exceptions are the programs that eliminate a slum/blight condition as determined by a HUD approved blight survey. Some programs only take place in Census designated Low- and Moderate-

Income areas.

Discussion

This section has been intentionally left blank.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Cleveland Heights prioritizes low-mod housing benefit programs. Approximately \$843,312.64 of 2024 funds, program income and reallocated prior year funds has been allocated to the Housing Rehabilitation LMI project. 82 owner-occupied households are expected to be assisted in 2024. An additional 2 homes are projected to be rehabilitated and sold to low- and moderate-income households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	84
Special-Needs	0
Total	84

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	84
Acquisition of Existing Units	0
Total	84

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Cuyahoga County and the Cleveland Metropolitan Housing Authority are the responsible entities for Public Housing in Cleveland Heights. However, Cleveland Heights is committed to assisting current and future affordable housing projects, particularly Low Income Housing Tax Credit projects, through the use of CDBG, HOME and Lead Safe funds.

Actions planned during the next year to address the needs to public housing

The City approved funds to improve accessibility for the Margaret Wagner House (Benjamin Rose Institute) in 2022. This project will be completed in 2024. Funds are being used to develop neighborhood plans that address the need for affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Funds are allocated to fair housing activities that communicate residents' rights and opportunities. Additionally funds are allocated to Community Capacity Building that encourages residents to participate in civic life.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Cuyahoga County Office of Homeless Services and a network of non-profit partners operates homelessness programs in Cleveland Heights. While outreach, emergency shelter, permanent supportive housing and other programs aimed at homelessness are operated by the County, the City of Cleveland Heights has been committed to preventing homelessness through home repair programs that pursue housing affordability, housing counseling services, benefit referral services and eviction prevention services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Cuyahoga County is the responsible entity in regards to homeless outreach, however, the City partners with the Legal Aid Society of Cleveland to identify individuals at risk of homelessness due to evictions through our municipal court.

Addressing the emergency shelter and transitional housing needs of homeless persons

Cuyahoga County is the responsible entity in regards emergency shelter and transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Cuyahoga County is the responsible entity in regards emergency shelter and transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

The City of Cleveland Heights is committed to preventing homelessness through home repair programs that pursue housing affordability, housing counseling services, benefit referral services and eviction prevention services.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Cleveland Heights maintains great diversity in its housing stock, both in form and in affordability. The city has a reputation for being a welcoming and inclusive community. Land use regulations, zoning requirements and other public policies are designed to preserve the historic nature of our neighborhoods, preserve and improve connections to/from/between neighborhoods, expand economic opportunities and improve the quality of life.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions are being proposed to improve the affordability of the City's housing stock. Following the foreclosure crisis, many of the City's housing units turned vacant and the City continues to provide incentives to bring these units into code compliance. A city-wide property tax abatement program currently incentivizes investment in low-mod neighborhoods, improving both residential and commercial opportunities. Further, the City is exploring partnering with various non-profits to become developers of affordable mixed-use and infill housing. The City also updated its zoning code's definition of family in order to prevent housing discrimination of non-traditional family units and group quarters.

Discussion:

This section has been intentionally left blank.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Cleveland Heights works closely with public and private partners to leverage its resources including various grants from Cuyahoga County and the State of Ohio. This applies to many of our nonprofit partners including the Home Repair Resource Center, the Fiar HOusing Center for Rights and Research and FutureHeights. In addition, the City also prides itself on the level of civic engagement that we enjoy.

In 2015 the City began a Master Planning process, in conjunction with the Cuyahoga County Planning Commission, which was completed in 2017. The Master Plan includes policies and implementation strategies to accomplish the City's vision. These are organized into 11 major topic areas: Future Land Use, Vibrant Neighborhoods, Complete Transportation Network, Environmentally Sustainable Community, Business Friendly, Strong Business Districts, High Quality Infrastructure, Hub for Arts and Culture, A Diverse and Open Community, A Safe and Engaged Community, and A Healthy Community. The Master Plan attempts to be a fully integrated plan addressing the various elements that makes Cleveland Heights a viable community and it does recognize the efforts already being undertaken and described in this Consolidated Plan. The implementation section will provide additional potential revenue sources that the City can apply for in order to strengthen and expand the community development efforts already undertaken and described in this Consolidated Plan. In 2018, Cleveland Heights City Council passed a Complete and Green Streets Policy that sets requirements for improving all modes of transportation throughout the City. The Policy directs coordination among City Departments and defines metrics for measuring success. Persons of low- and moderate-income and persons with disabilities particularly benefit from such a policy due to the decreased access and utilization of personal motorized vehicles. In 2019, the City of Cleveland Heights won the award for Best Complete Streets Policy by Smart Growth America.

Actions planned to address obstacles to meeting underserved needs

The greatest obstacle to meeting underserved needs in our community is the uncertainty of the amount of Community Development Block Grant as well as other federal and state resources. City Council and staff work diligently to ensure that all residents are able to have the highest quality of life and healthy sustainable neighborhoods.

City staff continually works to identify, apply and utilize funding from additional sources to strengthen our Community. Recently, the City has been able to secure Demolition Funds from Cuyahoga County enabling the removal of blighted, vacant and abandoned structures. Additionally the City participates in the Lead Safe Cuyahoga rebate program, administering approximately \$110,000 per year in lead abatement/remediation funds.

The City has also been fortunate to receive grants from various sources in recent years that have

enabled us to undertake projects that have or will benefit the community when completed. These include four Transportation for Livable Communities Initiative (TLCI) grants through the Northeast Ohio Areawide Coordinating Agency, two Surface Water Improvement Fund (SWIF) grants from the Ohio EPA and transportation enhancement funds from the state of Ohio and American Rescue Plan Act funds.

Actions planned to foster and maintain affordable housing

The City will continue to offer programs that make or keep housing affordable in the city. Cleveland Heights is a community with a wide variety of housing opportunities including: apartment buildings, modest single family homes, two-family homes, medium priced to very high end single family homes, townhomes and condominiums. With our large rental market and competitive house prices, the city is often affordable with regard to housing options.

The City of Cleveland Heights has entered into an agreement with Cuyahoga County and the cities of Euclid, Lakewood and Parma to jointly participate in HOME program funding by creating the Cuyahoga Housing Consortium. The consortium has allowed for the coordination of housing program delivery by CDBG entitlement communities.

Most of our housing was built prior to 1945 and therefore home repairs can be a barrier to low- and moderate-income homeowners. Housing rehabilitation costs are barriers that we are addressing to assist low and moderate-income households remain in their homes. We work closely with our Housing Inspections Department and our Office on Aging to provide information to low- and moderate-income homeowners who are cited for code violations about the availability of the City's federally-funded grants and low-interest financing for home improvement projects. Home Repair Resource Center programs also provide education, counseling and funding opportunities to low-and moderate-income residents to help prevent code violations and related safety issues. We also have a HOME funded down-payment assistance program that assists LMI households to be able to afford purchasing their own homes.

Actions planned to reduce lead-based paint hazards

The City of Cleveland Heights will continue to partner with the Cuyahoga County Board of Health and the Cuyahoga Department of Development to implement the Lead Hazard Control/Lead Hazard Reduction Grants. Funds for these programs were successfully secured from the Department of Housing and Urban Development. The programs provide grants of up to \$9,000 per unit for the removal of lead hazards from LMI households where children under the age of six reside. Most applicants must provide a minimum of 10% matching funds. Additionally, Cuyahoga County granted the City \$200,000 in 2023 in order to reduce LBP Hazards in properties that are above the 80% AMI requirement or who cannot provide required match funds.

In 2024, the City of Cleveland Heights will begin implementing its new Lead Safe Rental Registration Program. This program requires rental units to pass a lead clearance exam in order to register their

rental property with the City.

The State of Ohio has allocated both Cuyahoga County and the City of Cleveland Heights funds to address lead based paint hazards. The direct allocation from the State will be used to help implement the City's Lead Safe Rental Registration Program by assisting landlords with the cost of lead clearance exams. Pass through funds through the County will allow us to address lead based paint hazards in childcare facilities.

Lastly, all contractors which are under contract for Federally-funded rehabilitation projects are monitored to ensure that they are following lead-safe practices.

Actions planned to reduce the number of poverty-level families

The City of Cleveland Heights utilizes its Commercial Loan program as a method to reduce the number of households living below the poverty line. The fund provides assistance to businesses for acquisition, expansion, and rehabilitation activities. The City looks for the creation of low-moderate income jobs as a result of these loan activities. Also, housing counseling is provided to low- and moderate-income homeowners. The counseling includes financial management of the household budget, which assists those persons having few financial means.

In addition, CDBG funds are used to support public service activities that have an impact on poverty. CDBG funds provide support to Gesher, a benefits referral and job placement program. CDBG funds also provide support to the Heights Emergency Food Center and Start Right Food Center, which provide low- and moderate-income families a three-day supply of food every month.

Actions planned to develop institutional structure

The City of Cleveland Heights administers its Community Development Block Grant entitlement grant through its Department of Planning and Development. The institutional structure through which Cleveland Heights carries out its affordable and supportive housing strategy consists of public sector agencies, non-profit organizations, and the private sector.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Cleveland Heights continues to foster coordination among public and private housing and social service agencies through several methods. The City allocates CDBG resources to subrecipients who handle a variety of issues, such as housing rehabilitation, fair housing and landlord/tenant concerns. Also, through the allocation of CDBG resources to city departments and social services organizations, the City is assisting entities who are linked into networks of service providers within the metropolitan area, such as the Cleveland Heights Office on Aging, Family Connections of NE Ohio, the Heights Emergency Food Center, the Ohio Fair Lending Coalition, the Greater Cleveland Reinvestment

Coalition and many more.

The CDBG funds augment other revenue sources for these organizations, such as memberships, grants, fund-raising efforts, and other in-kind donations of goods and/or services.

Discussion:

FAIR HOUSING

The City of Cleveland Heights is committed to fair housing. The City of Cleveland Heights has a Fair Practices Ordinance and staff who work to encourage fair housing.

In 2020, the City completed an updated Analysis of Impediments to Fair Housing Choice. The AI identified 5 impediments and the City is actively working to overcome and/or remove these barriers. Of priority for 2023, the City will: continue to implement programs that reduce housing cost and evictions in the City for low-mod populations; make special considerations for accessibility in public spaces and encourage accessibility in new housing construction; and continue to monitor banking practices in order to promote fair lending.

The City has also allocated funding to on-going programs that assist in furthering fair housing. These include landlord and tenant counseling, fair housing education and outreach, sales and rental audits, leadership training that targets members of protected classes, Racial Equity and Inclusion Training for City and Non-Profit Staff and the general public and efforts to monitor lending institutions to ensure and promote fair lending.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Cleveland Heights is estimating \$126,500 of Program Income for FY 2024. Program income is budgeted back into the program that generated it, with the exception of funds being repaid to programs that no longer operate under CDBG. The CDBG Short-Term Deferred Loan, Deferred and No Interest housing loan repayments will be budgeted to the HPO Home Rehab Program.

The City of Cleveland Heights will certify that 70% of the aggregate expenditure of CDBG funds over three years (2023, 2024, 2025) will benefit persons of low and moderate incomes.

Proposed: 11/20/2023

ORDINANCE NO. 190-2023(HB), *Third Reading*

By President Cuda

An Ordinance adopting and enacting new Chapters 769, *Short-Term Rentals*, and 161, *Transient Occupancy Tax*.

WHEREAS, advances in technology have allowed for a booming online short-term rental industry that connects and serves the needs of many potential renters desiring short-term rentals; and

WHEREAS, this unique business model is unlike hotels and other lodgings in that it appeals to homeowners, apartment dwellers, families of hospital patients, temporary workers, concertgoers, etc.; and

WHEREAS, the City does not currently differentiate its certificate of occupancy permitting for rentals of 30 days or more from rentals that are between 1 and 29 days; and

WHEREAS, on one hand short-term rentals offer supplemental income for Cleveland Heights residents as well as a chance to increase tourism and provide access to our City and a showcase of our neighborhoods for people who might not otherwise visit; and

WHEREAS, on the other hand, the City has received complaints from neighbors of short-term rental properties who have had to endure repeated noise violations, parking problems, and a lack of civility and respect for the impacted neighborhood such that, at times, those short-term rental properties have caused a public nuisance that has threatened the health, safety, quiet enjoyment, and welfare of the residents of the City; and

WHEREAS, the City seeks to ensure that short-term rentals are meeting all of the City's existing minimum standards including all building, housing, zoning and fire codes as well as safety and sanitation requirements; and

WHEREAS, City Council seeks to strike a balance between property owners' right to use their properties as they see fit and the accountability that goes along with short-term rentals.

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

SECTION 1. This Council hereby adopts and enacts a new Chapter 769, *Short-Term Rentals*, of Part Seven, *Business Regulation Code*, of the Codified Ordinances of the City of Cleveland Heights, with said Chapter 769 to read as follows:

SECTION 769.01 DEFINITIONS

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

- (a) "Hosting Platform" means a person or entity that provides a means through which short-term rentals are offered, listed, advertised, solicited, or otherwise held out for rent.
- (b) "Operator" means any person who offers a short-term rental or holds a short-term rental out to the public for rental by placing advertisements or solicitations with a hosting platform.
- (c) "Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (d) "Responsible Person" means:
 - (1) A natural person;
 - (2) Designated by the operator of a short-term rental as having the duty, responsibility, and authority to operate, maintain, and manage the short-term rental;
 - (3) Whose principal residence or principal place of business is located no greater than fifty miles from the short-term rental.
- (e) "Short-Term Rental" means:
 - (1) Any residential dwelling unit or part thereof;
 - (2) Offered or held out to the public for rent on a hosting website, web or mobile application, or other online or virtual platform through which short-term rentals are listed, advertised, solicited, or otherwise held out for rent;
 - (3) For a duration of occupancy of less than thirty consecutive days.
- (f) "Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short-term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short-term rental.
 - (1) This chapter applies to all short-term rentals located within the city of Cleveland Heights, including those short-term rentals operated prior to the effective date of this ordinance, and all operators and hosting platforms conducting business in the city of Cleveland Heights. This chapter shall have prospective application and shall not impair or modify the terms of any agreement executed or in effect prior to the effective date of this chapter providing for the occupancy of a short-term rental by a transient guest to the extent that the provisions of such agreement conflict with the provisions of this chapter.
 - (2) This chapter shall not apply to any transient use of property otherwise regulated by specific provisions of the Cleveland Heights Codified Ordinances. The owners and persons responsible for such property regulated by provisions other than this chapter shall comply with any local tax requirements applicable to those uses of such property and, if a local tax is applicable, then such owners and responsible persons shall not pay or allow a short-term rental platform to collect the short-term rental excise tax

established in Chapter of the Cleveland Heights Codified Ordinances. Those uses of property regulated by specific provisions of the Cleveland Heights Codified Ordinances outside of this chapter include, but are not limited to, the following uses of property:

- (g) "Hotel" as defined in Section 1341.17; or
- (h) "Lodging House" as defined in Section 1103.03(b)(65).

SECTION 769.02 REGISTRATION REQUIREMENTS.

- (a) All operators must register their short-term rentals with the city pursuant to Section 769.03, "Short-Term Rental Registration," prior to their operation. No person shall operate or permit the operation of a short-term rental without first registering the short-term rental with the city.
- (b) Registration obtained pursuant to this section must be maintained according to the provisions of this chapter during any period of operation as a short-term rental.
- (c) Registration of a property under this Chapter shall be distinct from rental registration under Chapter 1347 of this Code.

SECTION 769.03 SHORT-TERM RENTAL REGISTRATION

- (a) All short-term rentals shall be registered in the manner prescribed by the Mayor or his or her designee, which shall include the payment of a registration fee as necessary to recover the cost and expense of administering the city's short-term rental program.
- (b) The registration of a short-term rental shall require the following information:
 - (1) A current street mailing address, contact phone number, emergency contact phone number, and email address for the operator and the responsible person designated for the short-term rental. The operator of a short-term rental shall be the person designated to receive legal notice from the city related to operation of the short-term rental.
 - (2) A current list of all hosting platforms through which the short-term rental is listed, advertised, solicited, or otherwise held out for rent and those through which it is reasonably anticipated to be listed, advertised, solicited, or otherwise held out for rent.
 - (3) A certification from the operator that the operator is the legal owner or tenant of the short-term rental unit with the right and authority to operate the unit as a short-term rental.
 - (4) A certification from the operator that the operator has read and, to the best of his, her, or its knowledge, the short-term rental is in conformity with:
 - (A) Cleveland Heights Codified Ordinance Chapter 749, *Unlawful Practices*, including Section 749.04, *Unlawful Discriminatory Housing Practices*, and Section 749.15, *Unlawful Discriminatory Public Accommodation Practices*.
 - (B) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cleveland Heights Building Code;
 - (C) Zoning codes, including, as applicable, the Cleveland Heights Zoning Code and Land Development Code;

- (D) Housing codes, including the Cleveland Heights Housing Code; and
 - (E) Fire codes, including the Cleveland Heights Fire Code and the Ohio Fire Code.
- (5) Proof that the operator of the short-term rental is current on all existing tax and utility payment liabilities to the city, including payment of the short-term rental excise tax.
 - (6) An acknowledgment that the operator understands that the short-term rental must at all times maintain compliance with applicable federal, state, and local laws, regulations, ordinances, or other rules or codes governing the operation of the short-term rental.
 - (7) An acknowledgement that Fair Housing Act training sessions are regularly available in the Cleveland Heights area and that the city administration will include operators of short-term rentals on the distribution list for notifications about upcoming Fair Housing Act training sessions.
- (c) The Mayor or his or her designee shall review each registration application and shall issue a registration and a unique registration number to the operator of the short-term rental unit upon finding the application satisfies all the requirements of this chapter.
 - (d) The Mayor or his or her designee shall notify the applicant of a final determination on an application no later than thirty days following receipt of a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.
 - (e) Each short-term rental registration shall be valid for three years from the date of issuance.

SECTION 769.04 STANDARD CONDITIONS OF SHORT-TERM RENTAL REGISTRATION

All short-term rentals registered with the City shall be subject to the following standard conditions:

- (a) All information associated with the registration must be updated within seven days of a change in status, including any changes in the contact information for the operator and the responsible person, and further must be verified no less often than triennially when the registration is renewed.
- (b) All listings, advertisements, or solicitations offering a short-term rental for rent shall include its registration number.
- (c) The operator shall prominently display the short-term rental registration at the entrance inside the short-term rental unit.
- (d) The operator shall prominently display an advisory adjacent to the short-term rental registration, which advisory shall be in the form prescribed by the Mayor or his or her designee and shall indicate the contact information for the responsible person, the contact information for the police department and fire department that serve the area in which the short-term rental is located, the location of all means of egress from the short-term rental, and a list activities and behaviors prohibited by city law that tend to be associated with the operation of short-term rentals.
- (e) The short-term rental shall be maintained and operated in accordance with applicable building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.

- (f) The operator of the short-term rental must remain current on all existing tax liabilities to the city, including payment of the short-term rental excise tax.
- (g) Proof of liability insurance for the short-term rental unit in an amount equal to Five Hundred Dollars (\$500,000.00) per occurrence. Insurance provided by hosting platforms may be used to satisfy this requirement.

SECTION 769.05 SHORT-TERM RENTAL REGISTRATION RENEWAL

- (a) All operators shall apply to renew their short term rental registration no earlier than one hundred eighty days and no later than sixty days before its expiration date. If an operator fails to apply for renewal as provided herein, he, she, or it must apply for a new registration rather than a renewal.
- (b) All short-term rental registration renewals shall be made in the manner prescribed by the Mayor or his or her designee, which shall include the payment of a Renewal fee as necessary to recover the cost and expense of administering the city's short-term rental program.
- (c) The Mayor or his or her designee shall review each renewal application and shall issue a renewal upon finding compliance with all the conditions of short-term rental registration established in this chapter as applicable.

SECTION 769.06 DENIAL OF APPLICATION FOR NEW OR RENEWAL REGISTRATION

- (a) The Mayor or his or her designee may deny any application for a new or renewal registration if any of the following are true of the application, applicant, owner, operator, or property:
 - (1) The applicant failed to provide all required application materials or to pay the application fee.
 - (2) Any registration associated with the operator making the application or for the short-term rental that is the subject of the application is currently revoked or suspended as of the date of the application.
 - (3) The applicant, operator, or owner of the short-term rental is delinquent in the payment of existing tax and utility payment liabilities to the city, including payment of the short-term rental excise tax.
 - (4) The applicant has made a material misrepresentation of fact on the application.
 - (5) The applicant, operator, or owner of the short-term rental is shown to have been engaged in the act of prostitution or soliciting for prostitution, or an act that would constitute a violation of the Ohio Revised Code Chapters 2925 or Chapter 533 of the Codified Ordinances, on the premises of the short-term rental in question, or any short-term rental in which that individual has any interest, including but not limited to ownership or operation.
 - (6) The applicant, operator, or owner of the short-term rental has failed to make a good faith effort to correct violations of this chapter or has obstructed or interfered with correction of the violations.
 - (7) The short-term rental premises are subject to outstanding orders from a City department that have not been corrected.
 - (8) The short-term rental premises have been declared a chronic nuisance pursuant to Cleveland Heights Codified Ordinance Chapter 553.

- (b) The Mayor or his or her designee may deny any application for a new or renewal registration if any of the following are shown to have occurred at the short-term rental:
 - (1) A pattern of felony drug related activity, as defined in Ohio Revised Code Section 2923 .31, exists at the short-term rental.
 - (2) A pattern of prostitution related activity or evidence of human trafficking, as defined in Ohio Revised Code Section 2923 .31, exists at the short-term rental.
 - (3) A pattern of criminal gang activity, as defined in Ohio Revised Code Section 2923 .41, exists at the short-term rental.
 - (4) A documented history of repeated offenses of violence as defined in Ohio Revised Code Section 2901.01, exists at the short-term rental.
- (c) Evidence of criminal conduct under subsections (a) and (b) of this section need only be that of de facto violation of law; evidence of conviction is not a prerequisite for denial unless specifically indicated.

SECTION 769.07 AVOIDANCE OF NUISANCES

No short-term rental may be operated within the city so as to cause a nuisance. For the purposes of this section, three or more written citations or notices of violation for one or more of the following behaviors by transient guests of the short-term rental in and around the vicinity of the short-term rental in any one-year period shall establish a rebuttable presumption that a short-term rental has been operated in a manner that causes a nuisance:

- (a) Incidents constituting a nuisance as defined by Cleveland Heights C.O. Chapter 553.
- (b) Incidents of failure to maintain noise standards per Cleveland Heights C.O. Chapter 509.
- (c) Incidents of exceeding the maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire codes.
- (d) Incidents of illegal parking of vehicles on private property.
- (e) Incidents of criminal activity, including littering, trespass, public intoxication, overdose, vandalism, and lewd and lascivious behavior, including one or more of the criminal activities listed in Chapters 527 or 509.

SECTION 769.08 LIMITATIONS ON THE OPERATION OF SHORT-TERM RENTALS

- (a) No dwelling unit that receives affordable housing grants or credits from the federal, state, or local governments, or that meets any requirement applicable to the property in which the dwelling unit is located related to such affordable housing grants or credits, shall be registered as a short-term rental.
- (b) No building may contain a greater number of short-term rental units than set forth below, and no registration may issue to authorize the establishment of a short-term rental in a building to the extent it would exceed the maximum number of short-term rental units permitted:

- (1) For buildings containing four or fewer dwelling units, there is no limit on the number of short-term rentals that may be operated in the building.
- (2) For buildings containing five or more dwelling units, four short-term rentals plus one additional short-term rental for every four dwelling units in excess of four dwelling units is permitted.
- (3) For buildings containing dwellings units used as short-term rentals on or before the effective date of this Ordinance, the greater of (i) the number of short-term rentals permitted under subsections (b)(1) and (b)(2), as applicable; or (ii) the number of units used as short-term rentals prior to the effective date of this Ordinance.
- (c) The number of short-term rental registrations issued for a building shall be calculated on a first applied, first approved basis.
- (d) The limitations established in this section do not alter existing obligations under the Cleveland Heights Building Code, Zoning Code, Fire Code, or Health Code and other applicable building, housing, or residential codes.
- (e) "Owner-occupied short-term rental" means a short-term rental in which the owner resided for at least 270 days in the prior calendar year. Short-term rentals which do not qualify as owner-occupied short-term rentals may be rented for periods of not less than seven (7) nor more than twenty-nine (29) consecutive days but may in no event be rented for periods of less than seven (7) days.
- (f) No short-term rental may be rented for more than twenty-nine (29) days in a period of two consecutive months.

SECTION 769.09 LIMITATIONS ON INSPECTIONS

No person charged with enforcing this chapter shall enter upon a private premises to conduct an inspection unless it is conducted in the same manner required of city building inspectors. Failure to permit an initial or complaint inspection shall be grounds for refusing or repealing a short-term rental license.

SECTION 769.10 EXCISE TAX

All operators of short-term rentals shall pay, or shall cause any hosting platform on which their short-term rental is rented to pay on their behalf, the short-term rental excise tax established in Chapter of the Cleveland Heights C.O. Chapter 161 Hosting platforms shall be independently responsible for ensuring that the short-term rental excise tax is withheld and paid.

SECTION 769.11 SHORT-TERM RENTAL HOSTING PLATFORM OBLIGATIONS

- (a) All hosting platforms through which short-term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide the following information to the Mayor or his or her designee on a quarterly basis:
 - (1) The total number and location of short-term rentals listed on the platform during the applicable reporting period;
 - (2) The total number of nights that each listing on the platform was rented to guests during the applicable reporting period; and

- (3) The total amount of tax collected and remitted by the hosting platform to the city during the applicable reporting period.
- (b) All hosting platforms through which short-term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide a field on the platform to allow operators to input short-term rental registration numbers.

SECTION 769.12 SUSPENSION, REVOCATION AND PENALTIES

Failure to comply with the conditions of operating a short-term rental established in this Chapter, existence of any of the grounds for denial of application established in Section 769.01 of this Chapter, or allowing a nuisance to exist at the short-term rental as described and defined in Chapter 553 of this Chapter, may result in the suspension or revocation of a short-term rental registration as follows:

- (a) The Mayor may suspend a registration if an operator fails to bring its short-term rental into compliance with this Chapter within fifteen days following the issuance of written notice of a violation. An operator may not operate the short-term rental associated with the registration or hold it out for rent during a period of suspension.
- (b) The Mayor or his or her designee shall reinstate a suspended registration once the operator restores its short-term rental to compliance with the provisions of this Chapter and pays a reinstatement fee as necessary to recover the cost and expense of administering the city's short-term rental program registry with respect to the property.
- (c) The Mayor may revoke a registration if an operator fails to bring its short-term rental into compliance with the conditions established in this chapter within thirty days following the issuance of written notice of a violation. An operator may not operate the short-term rental associated with the registration or hold it out for rental during a period of revocation.
- (d) Prior to or following a suspension or revocation, an operator may provide proof to the Mayor or his or her designee establishing to the satisfaction of the Mayor or his or her designee that the short-term rental did not operate in violation of the provisions of this chapter cited as the reason for the suspension or revocation, in which case the registration shall be reinstated without the payment of a reinstatement fee.
- (e) Prior to or following a suspension or revocation, an operator may provide a plan to the Mayor or his or her designee to achieve substantial compliance with a provision of this chapter when achieving strict compliance with the provision would impose practical difficulties. If the Mayor or his or her designee determines the plan is viable and accomplishes the spirit and intent of the provision it is designed to address, then the execution of the plan shall constitute compliance with the provision at issue.
- (f) Except as provided in subsection (a)(4), a registration may not be reinstated for twelve months following its revocation date, and the short-term rental associated with a revoked registration may not be operated as a short-term rental during the twelve-month waiting period. In addition, no operator associated with a revoked registration and no natural person with authority to exercise control over the operator or holding an ownership interest or beneficial interest in the operator may apply for a new registration for a short-term rental during the same twelve-month period.

SECTION 769.13 APPEALS

Any person who has a bona fide controversy with the application or enforcement of this chapter and who has been adversely affected by the decision may appeal the decision to the city's Board of Appeals pursuant to Section 701.07 of the Codified Ordinances by filing a notice of appeal with the office no later than thirty days after written notice of the decision is mailed to the person. An appeal shall not operate to stay the suspension or revocation of a short-term rental registration.

SECTION 769.14 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter or any part thereof. This Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION 769.99 PENALTY

A violation of the provisions of this Chapter shall be punishable by a fine not exceeding Five Hundred Dollars (\$500.00). Any such violation shall constitute a separable offense on each day continued.

SECTION 2. This Council hereby adopts and enacts a new Chapter 161, *Excise Tax*, of Part One, *Administrative Code*, of the Codified Ordinances of the City of Cleveland Heights, with said Chapter 161 to read as follows:

SECTION 161.01 INTENT OF TAX

It is the intent of the City to levy an excise tax of three percent (3%) on transaction by which lodging is or is to be furnished by a hotel or short-term rental to transient guest as referred to and authorized by RC 5739.02(C). Accordingly, this Chapter shall be construed to effectuate that purpose and so as to be consistent with any requirement of law, compliance with which is a prerequisite to the validity of the tax intended to be levied hereby.

SECTION 161.02 DEFINITIONS

As used in this Chapter:

- (a) "Administrator" means the Director of Finance or his or her authorized representative.
- (b) "Booking agent" means any person or entity that facilitates reservations or collects payment for hotel or short-term rental accommodations on behalf of or for a vendor. Merely publishing an advertisement for accommodations does not make the publisher a booking agent.
- (c) "Hotel" means every establishment kept, used, maintained, advertised or held out to the public to be a place where lodging is offered to guests in one (1) or more

rooms, regardless of the use of keyed entry, whether such rooms are in one (1) or several structures, and whether the rooms are located in different structures or on different parcels of land if the structures are not identified in advertisements of the accommodations as distinct establishments. For the purposes of this Chapter, "hotel" includes short term rentals as defined in Chapter 769 of these Codified Ordinances.

- (d) "Transaction price" means the total amount of consideration, including money or any other value, paid or to be paid or given by, or on behalf of, a transient guest to a hotel or booking agent in exchange for lodging. The transaction price is the amount advertised or published to the public inclusive of any mandatory fees built into the advertised or published price; however, service fees or booking fees, if separately stated, shall not be included in the transaction price.
- (e) "Transient guest" or "transient guests" means a person or persons occupying a room or rooms for lodging for less than thirty (30) consecutive days.
- (f) "Vendor" means the person who is the owner or operator of the hotel and who furnishes the lodging.

SECTION 161.03 PURPOSE, RATE, AND APPLICATION OF TAX

(a) There is hereby levied an excise tax of three percent on transactions by which lodging by a hotel is, or is to be, furnished to transient guests.

(b) The excise tax levied under this Chapter shall provide revenue for the purposes of general municipal operations, procurement of fixed assets or permanent improvements, payment of debt charges, the elimination of deficits in City funds, and for all other lawful purposes. To carry out such purposes, the receipts of the tax levied under this Chapter shall be deposited to the credit of the General Fund.

(c) The tax, which shall be known as the transient occupancy tax, applies to an is collectible at the time lodging is furnished, regardless of the time when the price is paid. The tax shall not apply to transactions by which lodging is furnished to:

- (1) the Federal government, or the State or any of its political subdivisions; or
- (2) a person maintaining occupancy for a period of thirty (30) or more consecutive days; provided, however, that except in the case of employees of the same employer, no occupancy may be used in combination with the occupancy of another, regardless of the source of payment, to exempt a transaction under this division.

(d) For the purpose of the proper administration of this Chapter and to prevent evasion of the tax, it shall be presumed that all lodging furnished by hotels in the City to transient guests is subject to the tax until the contrary is established.

SECTION 161.04 TRANSIENT GUEST TO PAY THE TAX

(a) The transient occupancy tax shall be paid by the transient guest to the vendor unless division (b) of this Section applies. Each vendor shall collect from the transient guest the full and exact amount of the tax payable on the taxable price for each taxable lodging. The tax required to be collected under this Chapter shall be deemed to be held in trust by the vendor of the City until paid to the Administrator, as provided in

Section 161.07 of this Chapter. If for any reason the tax when due is not paid to the vendor, the Administrator may require the transient guest to pay such tax directly to the Administrator.

(b) A booking agent collecting for a vendor may collect and remit the transient occupancy tax, and the vendor shall not be responsible for collecting the transient occupancy tax on any transaction for which the vendor has received confirmation that the booking agent has collected and remitted the tax.

(c) No exemption shall be granted except upon a claim therefor made at the time lodging is furnished and, under penalty of perjury, upon a form and in the manner prescribed by the Administrator.

SECTION 161.05 RECORDS INSPECTION AND PRESERVATION

Each vendor and booking agent shall maintain complete and accurate records of lodging furnished, together with a record of the tax collected thereon. Such records shall be open and accessible to the inspection of the Administrator of the City within fifteen (15) days upon notification in writing to the vendor or booking agent and shall be preserved for a period of three (3) years, unless the Administrator in writing consents to their destruction within that period, or by order requires that they be kept longer.

SECTION 161.06 TAX TO BE SEPARATELY STATED AND CHARGED

(a) The vendor or booking agent collecting for a vendor shall state and charge the transient occupancy tax to the transient guest separately from the charge for the lodging and on any record thereof, at the time when the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy or any bill or statement or charge made for occupancy issued or delivered by the vendor.

(b) No vendor or booking agent shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the vendor or booking agent, or that the tax will not be added to the amount charged for the lodging, or that, if added, any part will be refunded except in the manner provided in this Chapter.

SECTION 161.07 REGULATIONS FOR FILING RETURNS

(a) Each vendor or booking agent collecting for a vendor shall on or before the last day of the month make and file a return for the preceding month, on forms prescribed by the Administrator, showing the receipts from furnishing lodging, the amount of tax due from the vendor or booking agent collecting for a vendor to the City for the period covered by the return, and such other information as the Administrator deems necessary for the proper administration of this Chapter. All returns shall be signed by the vendor, its authorized agent, or booking agent collecting for a vendor. The Administrator may extend the time for making and filing returns. Returns shall be filed by delivering or mailing the same to the Administrator together with payment of the full amount of tax shown to be due thereon.

(b) The Administrator may authorize vendors or booking agents collecting for vendors whose tax liabilities are not such as to merit monthly returns, as determined by the Administrator on the basis of administrative costs of the City, to make and file returns at

less frequent intervals. Such authorization shall be in writing and shall indicate the intervals at which returns are to be filed.

(c) Each vendor or booking agent collecting for a vendor shall file all claims for exemption from tax filed by transient guests with the vendor during the reporting period with the return.

(d) The Administrator shall treat all returns and payments submitted by vendors and booking agents collecting for vendors as confidential and shall not release them except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the State, the County, the City, for official use only, or as required by law.

(e) The Administrator, if he or she deems it necessary in order to ensure the payment of the tax imposed by this Chapter, may require returns and payments to be made and filed for periods longer or shorter than a month.

SECTION 161.08 REFUNDS

The Administrator shall refund or grant credits to vendors of booking agents collecting for vendors for the amount of tax paid illegally or erroneously or erroneous assessment where the vendor or booking agent has not reimbursed itself from the transient guest. As between a vendor and a booking agent, the request for refund shall be made by the party that filed the return containing the illegal or erroneous assessment. A transient guest may obtain a refund or credit for the amount of taxes paid illegally or erroneously, but only when the tax was paid by the transient guest directly to the Administrator. No refund shall be paid unless the claimant establishes a right thereto by written records showing entitlement thereto and makes a claim filed within three (3) years of the date of payment in the manner and on forms prescribed and furnished by the Administrator, and stating under penalty of perjury, the specific grounds upon which the claim is made.

SECTION 161.09 FAILURE TO COLLECT AND REPORT TAX; DETERMINATION BY ADMINISTRATOR

(a) If any vendor fails or refuses to collect the transient occupancy tax or to file a return or remit the tax or any portion thereof, as required by this chapter, and the vendor has not received confirmation that a booking agent has collected and remitted the tax, the Administrator shall proceed in such manner as he or she may deem best to obtain information on which to base an assessment of the tax due. When the Administrator has obtained such information as he or she is able, he or she shall proceed to determine and assess against such vendor the tax and penalty provided for in this Chapter.

(b) In case such determination is made, the Administrator shall serve notice upon the vendor of the amount so assessed, either by personal service or by registered or certified mail. Such vendor may, within ten (10) days after the serving or mailing of such notice, apply in writing to the Administrator for a hearing on the correctness of that amount assessed. If the vendor does not apply within the time prescribed, the tax and penalty determined by the Administrator shall become final and conclusive and immediately due and payable. If the vendor makes timely application, the Administrator shall give the vendor written notice not less than five (5) days in advance in the manner prescribed in this section, to show cause at a time and place fixed in the notice why the amount

specified therein should not be fixed for such tax and penalty. At any such hearing, the vendor may appear and offer evidence why such tax and penalty should not be so fixed.

(c) After such hearing, the Administrator shall determine the proper amount of tax due and shall thereafter give written notice to the vendor in the manner prescribed in this section, of such determination and the amount of tax and penalty. The amount determined to be due shall be payable after fifteen (15) days.

SECTION 161.10 APPEALS

Appeals from any ruling or determination of the Administrator with respect to the amount of such tax and penalty shall be made to a Board of Appeals pursuant created pursuant to Section 701.07 of the Codified Ordinances.

SECTION 161.11 ACTIONS TO COLLECT

Any tax required to be paid by a transient guest under the provisions of this chapter shall be deemed a debt owed by the transient guest to the City. Any such tax collected by a vendor or a booking agent collecting for a vendor and not paid to the City shall be deemed a debt owed by the vendor or booking agent to the City. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such an amount.

SECTION 161.12 BOOKING AGENTS

(a) Any booking agent that facilitates transactions for one (1) or more hotels in the City and that does not collect or remit the tax on behalf of all the vendors of such hotels, shall provide the City quarterly within thirty (30) days of the end of each calendar quarter a transaction report. The transaction report shall consist of all listings by the vendors during the preceding calendar quarter, including, but not limited to, the dates of occupancy for each lodging and the amount paid for each completed transaction, if any.

(b) Any booking agent that lists one (1) or more hotels in the City shall:

(1) at the time any vendor first lists a hotel with it, notify the vendor of the vendor's tax and license obligations to the City; and

(2) annually provide all vendors or one (1) or more hotels with a reminder of their tax and license obligations to the City.

In both cases the booking agent shall use language provided or approved by the Administrator.

SECTION 161.13 PENALTIES ON UNPAID TAX

In addition to interest as provided in Section 161.12 hereof, penalties based on the unpaid tax are hereby imposed as follows:

(a) Any vendor or booking agent collecting for a vendor who fails to remit any tax imposed by this Chapter within thirty (30) days after the date required shall pay, in addition to the tax, a penalty equal to ten percent (10%) of the amount of the tax.

- (b) Any vendor or booking agent collecting for a vendor who fails to remit any tax imposed by this Chapter within sixty (60) days after the date required shall pay, in addition to the tax, a penalty equal to fifteen percent (15%) of the amount of the tax;
- (c) Any vendor or booking agent collecting for a vendor who fails to remit any tax imposed by this Chapter within ninety (90) days after the date required or upon a second delinquency shall pay, in addition to the tax, a penalty equal to twenty percent (20%) of the amount of the tax.
- (d) Any vendor or booking agent collecting for a vendor who fails to remit any tax imposed by this Chapter within one hundred twenty (120) days or more or upon a third or later delinquency shall pay, in addition to the tax, a penalty equal to twenty-five percent (25%) of the amount of the tax.

SECTION 161.14 RULES AND REGULATIONS

The Administrator shall have the power to adopt rules and regulations not inconsistent with the terms of this Chapter for carrying out and enforcing the payment, collection and remittance of the transient occupancy tax. A copy of such rules and regulations shall be published on the City's website for at least ten (10) days before they shall become effective. Copies shall be printed and made available in the office of the Administrator.

SECTION 161.99 PENALTY

- (a) Any booking agent or vendor who fails to file any return or report required under this Chapter shall be subject to a maximum fine of Two Thousand Dollars (\$2,000.00) per occurrence. A separate offense shall be deemed to occur on the first day of each month the failure to file continues.
- (b) Whoever violates any other provisions of this Chapter shall be fined not more than Five Hundred Dollars (\$500.00).

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.

SECTION 4. This Ordinance shall take effect and be in force from and after August 1, 2024.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 11/20/2023

RESOLUTION NO. 193-2023(PD),
Fourth Reading

By Mayor Seren

A Resolution authorizing the Mayor to enter into a development agreement with WXZ CPV LLC, concerning the redevelopment of the Taylor-Tudor buildings; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City has identified the opportunity to develop the City-owned property located at 1900-1910 South Taylor Road, 1912-1926 South Taylor Road, and 1932-1946 South Taylor Road, Permanent Parcels No. 684-27-001, 684-26-011, and 684-26-012, on the west side of South Taylor Road north of Cain Park (the Property); and

WHEREAS, the City on August 27, 2021 issued a Request for Proposals and Request for Qualifications (RFP/RFQ) for redevelopment of the Property; and

WHEREAS, four responses were received to the RFP/RFQ, including a response submitted by WXZ CPV LLC (WXZ) and following Staff's review of and recommendations regarding the proposals this Council on May 4, 2022 authorized the Mayor to undertake discussions with WXZ concerning redevelopment of the Property by adopting Resolution 54-2022; and

WHEREAS, this Council on July 8, 2022 adopted Resolution 103-2022, authorizing a long-term lease of the Property to WXZ to provide site control to assist in WXZ's due diligence in connection with the redevelopment of the Property and to aid in WXZ's efforts to obtain funding for such redevelopment through various tax credit and other state or federal programs, while negotiations with the City continued; and

WHEREAS, on November 13, 2023, pursuant to Resolution 178-2023 this Council authorized a Purchase and Sale Agreement to transfer the Property to WXZ for a purchase price of One Dollar (\$1.00) in anticipation of the City receiving a negotiated portion of tax increment financing service payments generated through the proposed Development in addition to other economic and non-economic benefits; and

WHEREAS, closing on the sale of the Property under the Purchase and Sale Agreement is contingent upon the negotiation and execution of a Development Agreement acceptable to both parties and approved by this Council; and

RESOLUTION NO. 193-2023(PD)

WHEREAS, after extensive negotiations, the parties have reached a tentative agreement on the specific terms and conditions of a Development Agreement for the redevelopment of the Property; and

WHEREAS, this Council believes that the redevelopment of the Taylor-Tudor Property is in the best interests of the City and its residents.

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 a Development Agreement with WXZ CPV LLC, the terms of which shall be substantially in accordance with the Development Agreement on file with the Clerk of Council.

SECTION 2. This Council finds and determines that the redevelopment of the Taylor-Tudor Property in accordance with the development agreement authorized in Section 1 is in the best interests of the City and its residents.

SECTION 3. The Mayor is further authorized to execute any and all other documents necessary or convenient to fulfilling the obligations of the City under the Development Agreement. The Development Agreement and related documents shall be subject to the approval of the City's Law Director as to form.

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 immediate preservation of the public peace, health and safety of the City and its inhabitants, the emergency being the need to facilitate the redevelopment of the Taylor-Tudor Property at the earliest possible time. 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.

TONY CUDA
President of Council

RESOLUTION NO. 193-2023(PD)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

DEVELOPMENT AND TAX INCREMENT FINANCING AGREEMENT

This Development and Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”) by and between THE CITY OF CLEVELAND HEIGHTS, OHIO (the “City”), an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, and WXZ CPV LLC, an Ohio limited liability company, its affiliates, successors and assigns (collectively, the “Developer”).

RECITALS:

- A. The Cleveland Heights Land Reutilization Corporation (“CHLRC”) and the Cleveland Heights Land Reutilization Program (“CHLRP”) are the current title owners of certain real property identified in the Cuyahoga County Records as Permanent Parcel Numbers 684-27-001, 684-26-011, and 684-26-012, and more commonly known as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118, as further described in **Exhibit “A”** attached hereto and incorporated herein by reference, together with all easements, privileges and rights appurtenant thereto (CHLRC owns Parcel 684-27-001 and CHLRP owns 684-26-011, and 684-26-012) (the “Property”); and
- B. The City controls the Cleveland Heights Land Reutilization Corporation and the Cleveland Heights Land Reutilization Program; and
- C. Developer and City entered into negotiations for the development of the Property pursuant to Res. No. 54-2022, passed by Council on May 2, 2022 and approved by the Mayor May 10, 2022; and
- D. As of the Effective Date, the City and the Developer have also entered into a certain Real Estate Purchase Agreement, a copy of which is attached hereto as **Exhibit B**, whereby the City will sell the Property to the Developer for the sum of \$1.00 (the “Purchase Agreement”), and said sale will close within fifteen (15) days of the satisfaction of standard contingencies and any special conditions to closing set forth in the Purchase Agreement, including, but not limited to, the City becoming the title owner to the Property prior to the closing of said sale; and
- E. Following the purchase of the Property, the Developer intends to redevelop the Property into a mixed-use development, generally consistent with the drawings set forth hereto as **Exhibit C**, attached hereto and incorporated herein by reference (the “Development”), including the following components of the Development, subject to reasonable future design refinements:
 - (i) Developer will construct eight (8) live/work units and approximately 11,302 GSF of commercial space on the first floors of the three buildings; two (2) two-bedroom apartments, two (2) studio apartments, and forty (40) one-bedroom apartments on the second and third floors of the three buildings.
 - (ii) Developer will commence construction of the Development no later than September 1, 2024 and complete construction within three (3) years.
 - (iii) Developer will prepare all plans, drawings, surveys, etc. necessary for the Development and obtain all necessary approvals and permits to undertake the Development.

- F. To facilitate the Development and the broader revitalization plan outlined in Developer's Cain Park Village Proposal, attached hereto as **Exhibit D**, the City intends to provide certain assistance to the Developer to assist specifically with the Development, which consists of the following:
- (i) The City will assist the Developer in requesting and applying for environmental remediation grants. Furthermore, if any grant Developer seeks to obtain requires a municipal lead applicant, the City will serve as the lead applicant for purposes of the grant application; and
 - (ii) The City will use a portion of the Service Payments, as defined below, for public infrastructure improvements and economic development activities that benefit the Property.
 - (iii) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will install new street trees, planters, street lights, and street signs along portions of South Taylor Road and Superior Park Drive as outlined in the District Landscape, Lighting, and Wayfinding Plan attached hereto as **Exhibit E**, which may be done using the City's portion of the Service Payments; and
 - (iv) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will implement the traffic-calming measures and alterations to the lanes and traffic patterns along South Taylor Road as outlined in Developer's Cain Park Village Proposal, attached hereto as **Exhibit D**, and portions of the *Taylor Road Corridor Study*¹ published jointly by NOACA and the City of Cleveland Heights in February, 2021, which may be done using the City's portion of the Service Payments if other funds cannot be obtained from other sources by the City; and
 - (v) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will reasonably cooperate with Developer and provide support to Developer's efforts to obtain assistance to support the Property and surrounding area beyond that described within this recital; and
 - (vi) The City will provide such other assistance as set forth in this Agreement; and
- G. Developer received approval from the City's Architectural Board of Review on August 2, 2022 (see **Exhibit F**, attached) and the Developer received approval from the City's Planning Commission on August 10, 2022 (see **Exhibit G**, attached).
- H. In addition to the assistance to be provided by the City to the Developer set forth in Recital E, above, the City will adopt an Ordinance in the form attached hereto as **Exhibit H** (the "TIF Ordinance"), wherein it will declare that the increase in value of the Property resulting from the Development (the "Improvement") shall be a public purpose, and 100% of the Improvement shall be exempt from real property taxation for 30 years pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Exemption"); and
- I. The TIF Ordinance requires the Developer and all future owners of the Property (each individually an "Owner" and collectively the "Owners") to make annual service payments in lieu of real property taxes equal to the amount of real property taxes that would have been payable had the Improvement not been exempt from real property taxation under the TIF Ordinance, together with any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio

¹ To access the *Taylor Road Corridor Study*, visit: https://www.flipsnack.com/conesky/taylor-report_final_2021.html

Revised Code and other payments with respect to each Improvement that are received by the Cuyahoga County Fiscal Officer (the "County Fiscal Officer") in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (collectively, the "Service Payments").

- J. The TIF Ordinance also authorizes the Service Payments to be used to make certain payments to the Cleveland Heights-University Heights City School District ("School District") pursuant to a certain school compensation agreement entered into by and between the City, the Developer and the School District and further defined below.
- K. The TIF Ordinance also authorizes the Service Payments to be used by the City as part of its urban redevelopment activities, including but not limited to public infrastructure improvements and economic development activities made by the City that benefit the Property and to reimburse the Developer for any and all costs associated with the Development pursuant to Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code, as the same are more fully defined in the TIF Ordinance and this Agreement.
- L. The City and Developer desire to enter into this Development Agreement to provide for the Development, to further provide for the obligations of the Developer to undertake and construct the Development, and for the obligations of the City to provide certain assistance to the Developer in furtherance of the Development, all as more fully set forth above and herein.

Now, therefore, in consideration of the promises and covenants contained in this Agreement, and to induce the Developer to proceed with the construction of the Development and to create jobs and to revitalize the Cain Park Village commercial district specifically, and the City, generally, the Developer and the City agree as follows:

Section 1. Incorporation of Recitals.

The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 2. Sale of the Property.

A. Sale of the Property. As of the Effective Date, the City and Developer have executed the Purchase Agreement, a copy of which is attached hereto as **Exhibit B**. Pursuant to the Purchase Agreement, the City shall sell the Property to the Developer in its as-is condition at the time of the closing of the sale, and the Developer shall purchase the Property from the City, for the sum of \$1.00. The sale of the Property to the Developer shall close within fifteen (15) days of the satisfaction of standard contingencies and any special conditions to closing set forth in the Purchase Agreement, including, but not limited to, the City becoming the title owner to the Property prior to the closing of said sale. Title to the Property will be transferred by the City via quit-claim deed (the "Deed") in the form provided in the Purchase Agreement.

Section 3. Construction of Development.

A. Construction of the Development. Upon acquisition of the Property, the Developer shall undertake the construction of the Development on the Property generally consistent with the drawings set forth on **Exhibit C**, attached hereto and incorporated herein by reference, and consisting of eight (8) live/work units and approximately 11,302 GSF of commercial space on the first floors of the three buildings; two (2) two-bedroom apartments, two (2) studio apartments, and forty (40) one-bedroom apartments on the second and third floors of the three buildings. The Developer shall prepare all plans, drawings, surveys, etc. necessary

for the Development, shall use commercially reasonable means and methods to construct and complete the Development, shall ensure the same is constructed in a workmanlike manner, shall hire contractors and subcontractors that are qualified and licensed to undertake such work, and shall acquire all requisite permits and approvals prior to the commencement of the construction from the City or other applicable authority to the extent such additional permits and approvals are necessary.

The Developer shall commence construction of the Development no later than September 1, 2024 and shall complete construction no later than three (3) years following commencement of construction. For purposes of this paragraph, commence construction shall mean that the Developer has hired the general contractor, all permits and approvals necessary for the commencement of construction have been obtained by the Developer, and the actual construction towards the renovation of the Property has commenced. For purposes of this paragraph, construction shall include site work, interior demolition, and environmental remediation activities. For purposes of this paragraph, complete shall mean that the forty-four (44) apartment units, are substantially complete and that Developer has applied in good faith for final certificates of occupancy from the City's Building Department and that Developer has finished the eight (8) live/work units and $\pm 11,302$ square feet of commercial space to a "white box" level, meaning that the unfinished space is ready for tenant improvements.

At Closing, the Developer shall provide the City with a Promissory Note in an amount equal to \$1,100,000 in the form attached hereto as **Exhibit I** (the "Note"), as well as a mortgage securing said Note and Developer's obligations in this Section in the form attached hereto as **Exhibit J** (the "Mortgage"). The Note and Mortgage shall be subordinate to any mortgage for any construction loan, predevelopment/acquisition loan, bridge loan, or any other loan necessary for the Developer to undertake and complete the Project. The City shall cooperate with Developer and Developer's lenders and financiers to accommodate commercially reasonable requests for intercreditor agreements, subordination, non-disturbance and attornment agreements, or other agreements necessary for any to-be-obtained construction loan, predevelopment/acquisition loan, bridge loan, or any other loan necessary for the Developer to undertake and complete the Project as each may be extended, modified, assigned, replaced or renewed from time to time (including any extensions, modifications, assignments, replacements and renewals thereof). The Note and Mortgage shall each be satisfied in full upon Developer commencing construction as set forth in this Section by September 1, 2024 and completing construction as set forth in this Section within three (3) years after commencement of construction. The Note will bear interest at the rate of 7%, will mature on September 1, 2027, subject to any extension or any applicable cure period, and no payments of principal or interest will be due on said Note until maturity. Subject to Developer's cure rights provided under Section 13, failure to commence construction as set forth in this Section by September 1, 2024 and complete construction as set forth in this Section within three (3) years after commencement of construction shall constitute a default under the Note and Mortgage.

In the event the Developer does not commence construction as set forth in this Section by September 1, 2024 or does not complete construction as set forth in this Section within three (3) years after commencement of construction, then, subject to any applicable cure period, the City may: (i) declare an event of default foreclose upon the Mortgage on the Property, and (ii) terminate this Agreement immediately, and terminate the exemption granted under the TIF Ordinance.

In the event that any building construction plan review or re-review by the City's building department, or any review, re-review, hold and approval by the National Park Service or State Historic Preservation Office, exceeds the time permitted for the same by Ohio law, the commencement date and completion dates set forth in this Section 3 shall be extended an equal number of days.

B. Planning and Zoning Approvals; Utilities. The Development shall be constructed in accordance with all planning, zoning and building codes and ordinances of the City and any other applicable

governmental authority, as well as the architectural/design criteria approved by the City's Architectural Board of Review, State Historic Preservation Office ("SHPO"), and the National Park Service ("NPS"). To the extent required by the City's planning and zoning codes, Developer shall apply for and obtain any further approvals and permits not obtained by Developer as of the execution of this Agreement, and shall abide by the terms and conditions of the same. As the Developer currently believes the Development is fully entitled, in the event the City determines that a further entitlement is required, the Developer shall be provided a reasonable extension to Developer's start of construction and completion dates in consideration of the additional time and work necessary to attain any further or future required entitlements. Further, if any further approvals and permits are necessary, the Developer shall apply for and obtain any and all building permits and occupancy permits required to be issued by the City's Building Department. If any further approvals and permits are necessary, the Developer shall also apply for and obtain connections to the City-owned water and sanitary sewer utilities serving the Property and shall maintain connections to the same.

If any further approvals and permits are necessary, the City agrees to cooperate with the planning and construction of the Development, including, but not limited to, timely scheduling of all necessary meetings and/or presentations; timely scheduling of all required inspections; timely review of all documents, specifications, plans, schematic drawings, and other files submitted by the Developer or any third-party consultant or professional acting as an agent of the Developer and thus submitting on the Developer's behalf to the City or any third-party consultant or professional acting as an agent of City; timely issuance of all required permits and other approvals for the Development, including, but not limited to use, temporary signage, permanent signage, parking permits, temporary right-of-way closure(s), temporary right-of-way encroachment(s), site plan, building, water and sanitary sewer, provided that the same are properly applied for by the Developer, meet the applicable requirements, and are within the purview of the City. The City shall not be required to waive any fees associated with any of the aforementioned approvals or permits pertaining to the Development.

C. Duty to Disclose and Inform. Developer shall disclose to the City, within ten (10) days of receipt, any award of any grant or other financial incentive or assistance from the State of Ohio, JobsOhio, the Cuyahoga County Land Bank, or any other governmental entity. Furthermore, Developer shall keep the City reasonably informed of the receipt and expenditure of any such funds that Developer has a duty to disclose pursuant to this Section, and shall, within a reasonable time after receiving a written request from the City, provide the City with a written summary of the award, receipt and expenditure of any and all such funds as of the date of the City's written request.

Section 4. On-Street Permitted Parking Zone.

In the interests of achieving the benefits of historic preservation; the establishment of an active, vibrant street experience; and the promotion of commerce and job creation, the Developer commits to creating commercial space on the ground floors of the Taylor Tudor Plaza buildings. In an effort to ensure that the commercial space is desirable by the broadest and most diverse spectrum of potential tenants, Developer intends to establish an On-Street Permitted Parking Zone in front of the Taylor Tudor Plaza buildings along the West side of South Taylor Road, see Permitted Parking Zone Plan, attached hereto as **Exhibit K**. The City shall facilitate the establishment of the On-Street Permitted Parking Zone in a reasonably timely manner prior to the Project obtaining its initial certificate of occupancy.

Section 5. Infrastructure and Right-of-Way Considerations; Duty to Repair

In undertaking the Development, the Developer shall use, and the Developer shall cause its contractors, subcontractors, agents, representatives and employees to use, reasonable care and caution to not damage any public roads, sidewalks, curbs or other infrastructure serving the Property. In the event the Developer,

or its contractors, subcontractors, agents, representatives or employees, do cause any damage to the public roads, sidewalks curbs or other infrastructure serving the Property, the Developer shall, at Developer's sole cost and expense, make any and all necessary repairs to the roads, sidewalks and curbs surrounding and/or serving the Property that will be necessitated as a result of damage from the Developer or the Developer's contractors, subcontractors, agents, representatives or employees. The City shall coordinate and cooperate with Developer regarding scheduling of work impacting any public roads, sidewalks, curbs or other infrastructure so as to minimize the impact of any such work on the construction and operation of the Development.

Section 6. City Assistance for the Development.

In addition to the TIF Exemption and the use of Service Payments to assist the Developer with the Costs of the Development, as set forth in Section 10, below (and as defined in that Section), the City shall provide the following assistance to the Developer:

- (i) The City shall assist the Developer in requesting and applying for grants or grant awards towards the environmental assessment and remediation of the Property (including other eligible costs), provided, however, that the City is only required to use commercially reasonable efforts in doing so, and any failure to obtain any requested or applied for grants shall not be a breach of this Agreement. If required by the terms of the grant(s) being sought, the City shall serve as 'lead applicant' and the developer as 'co-applicant.' Should any grant require a subgrant agreement for any grant funds to pass through the City to the Developer, the City and the Developer shall execute a subgrant agreement for the purpose of facilitating the pass-through of said grant funds to the Developer. Otherwise, the City and Developer shall reasonably cooperate with one another to obtain and expend said grant funds on the Development.
- (ii) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will install new street trees, planters, street lights, and street signs along portions of South Taylor Road and Superior Park Drive as outlined in the District Landscape, Lighting, and Wayfinding Plan attached hereto as **Exhibit E**, which may be done using the City's portion of the Service Payments. The lack or incompleteness of performing any work set forth in this paragraph by the City shall not constitute a breach of this Agreement.
- (iii) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will implement the traffic-calming measures and alterations to the lanes and traffic patterns along South Taylor Road as outlined in Developer's Cain Park Village Proposal, attached hereto as **Exhibit D**, and portions of the *Taylor Road Corridor Study*² published jointly by NOACA and the City of Cleveland Heights in February, 2021, which may be done using the City's portion of the Service Payments if other funds cannot be obtained from other sources by the City. The lack or incompleteness of performing any work set forth in this paragraph by the City shall not constitute a breach of this Agreement.
- (iv) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will reasonably cooperate with Developer and provide support to Developer's efforts to obtain assistance to support the Property and surrounding area beyond that set forth in this Section.

² To access the *Taylor Road Corridor Study*, visit: https://www.flipsnack.com/conesky/taylor-report_final_2021.html

Section 7. TIF Exemption.

A. The City has adopted, or shall adopt, pursuant to Section 5709.41 of the Ohio Revised Code, the TIF Ordinance, and through the TIF Ordinance, has granted, or shall grant, among other things, with respect to the Improvement, a 100% exemption from real property taxation, commencing on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvement attributable to the construction of the Development would have first appeared on the tax list and duplicate of real and public utility property had the exemption not been provided under the TIF Ordinance, and ending 30 years after such date.

B. In accordance with Sections 5715.27 and 5709.911 of the Ohio Revised Code, the City shall file or cause to be filed a completed application for an exemption from real property taxation (Ohio Department of Taxation DTE Form 24 or its successor form) with the Cuyahoga County Fiscal Officer for the Improvement to the Property. The City and the Developer agree to cooperate with each other for this purpose, and to cooperate with the Cuyahoga County Fiscal Officer, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement. The Developer agrees to provide the City, upon request from the City, an executed Ohio Department of Taxation DTE Form 24P or its successor form consenting to the City's filing of the DTE Form 24 or its successor form.

Section 8. Service Payments.

As provided in Section 5709.42 of the Ohio Revised Code, the Owners are required under this Agreement and under the TIF Ordinance to make annual service payments in lieu of taxes to the Cuyahoga County Fiscal Officer on or before the final dates for payment of real property taxes. Each such payment (including any interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from real property taxation. Any late payments shall be subject to penalty and bear interest at the then-current rates established under Sections 323.121 and 5703.47 of the Ohio Revised Code, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time. No Owner shall, under any circumstances, be required with respect to any tax year both to pay Service Payments with respect to an Improvement and to reimburse local taxing authorities for the amount of real property taxes that would have been payable had the Improvement not been exempted from taxation pursuant to the TIF Ordinance.

Section 9. Municipal Urban Redevelopment Tax Increment Equivalent Fund.

Under the TIF Ordinance, the City has established the municipal urban redevelopment tax increment equivalent fund under Section 5709.43 of the Ohio Revised Code ("TIF Fund"). The TIF Fund shall be maintained in the custody of the City. The TIF Fund shall receive all Service Payments distributed by the Cuyahoga County Fiscal Officer to the City pursuant to Section 5709.43 of the Ohio Revised Code.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the purposes described in this Agreement and the TIF Ordinance. Then, the TIF Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code. Further, except as otherwise provided in this Agreement or the TIF Ordinance, moneys deposited in the TIF Funds shall be used as described in Section 10 of this Agreement.

Section 10. Use of Service Payments Deposited Into the TIF Fund.

Under the TIF Ordinance, and in accordance with Section 5709.43 of the Ohio Revised Code, the Service Payments collected in the TIF Fund shall be paid by the City to the Developer, the City and the School District, as set forth below in this Section, subject to the terms and conditions of this Agreement, provided that all such payments to Developer shall be used solely to pay or reimburse the Costs of the Development as defined herein, including the principal and interest on the advancement of such costs by Developer or any loan or other financing acquired by Developer in connection with the Development, and further provided that such payments to the Developer shall not exceed the amount actually expended by the Developer to construct the Development.

Service Payments in the TIF Fund shall be allocated as follows, and shall be paid to the School District and City semi-annually upon the deposit of the Service Payments into the TIF Fund, and to the Developer in accordance with the timing set forth below:

- (i) Subject to the availability of Service Payments in the TIF Fund, 24% of the first \$265,000.00 of such Service Payments annually deposited shall be paid to the School District as compensation for a portion of the revenue it would have received if the increase in value to the Property as a result of the Development (the “Improvements”) were not exempted from taxation, as will be set forth more fully in a compensation agreement between the Developer, City and School District (“Compensation Agreement”), attached hereto as **Exhibit L**;
- (ii) Subject to the availability of Service Payments in the TIF Fund, 6% of the first \$265,000.00 of such Service Payments annually deposited shall be paid to the City, which shall use the Service Payments in the TIF Fund to undertake urban redevelopment activities, including but not limited to public infrastructure improvements and economic development activities, that benefit the Property;
- (iii) Subject to the availability of Service Payments in the TIF Fund, 70% of the first \$265,000.00 of in such Service Payments annually deposited shall be paid to the Developer to reimburse the Developer for the costs of designing and constructing the Development (the “Costs of the Development”). The Costs of the Development shall include any and all costs Developer incurred in order to construct the Development, including but not limited to:
 - (a) Payment of all costs associated with the design and construction of the Development, including review, permitting and inspection fees incurred in order to design and construct the Development, and professional fees; management, construction management and supervisory fees related to the undertaking of the Development.
 - (b) Construction, operation and maintenance of public improvements and publicly owned facilities on the Property, including, but not limited to: streets, storm and sanitary sewers, water treatment facilities and water transmission lines, sidewalks, curbs, street trees and furniture, transitway improvements, off-street parking facilities, street lighting and signalization, wayfinding signage, pedestrian walkways, and public parks and plazas, whether owned by the City or other governmental entity by agreement with the city, and associated land acquisition and demolition, planning and engineering costs;

(c) Land and building acquisition, demolition, site assessment, remediation, preparation and other preparatory or logistic expenses related to the Development;

(d) Any other expenditures made with respect to the Property in accordance with this Development Agreement or other agreements entered into in connection with the development of the Property provided such expenditures are otherwise permitted by law; and

(e) Interest on the unpaid portion of the Costs of Development set forth in subsections (a) to (d), above, or any part thereof, which will accrue at the Interest Rate from the date the expense is incurred by the Developer. Any interest on any Developer Cost that remains unpaid on the day following each Payment Date, as the same is defined below, will itself accrue interest in the same manner as the Costs of Development. As used in this Agreement, "Interest Rate" means a rate equal to 7.0% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months.

- (iv) Subject to the availability of Service Payments deposited in the TIF Fund in any year in excess of \$265,000, the payment to the School District of 100% of the Service Payments attributable to any new millage approved after the date of the Agreement.
- (v) Any remaining Service Payments deposited in the TIF Fund in any year remaining after the payments set forth in items (i) to (iii) above are paid (ie all Service Payments in excess of \$265,000.00) shall be split equally and paid one-half to the School District and one-half to the City for the purposes set forth in (i) and (ii), above.
- (vi) In the event the Costs of the Development are paid in full using the Service Payments prior to the termination of the exemption provided for in the TIF Ordinance, the remaining Service Payments shall be allocated and paid to the School District and City as follows: the School District shall receive an amount from the Service Payments for the year in which the Service Payments are made equal to the amount of real property taxes the School District would have received but for the exemption granted by the TIF Ordinance, and the City shall receive the balance of the Service Payments paid in that year.

The City and Developer understand and agree that the actual Costs of the Development may exceed the amount of Service Payments collected during the term of the exemption, but expressly desire to limit the amount of reimbursement of the Costs of the Development to be reimbursed by the Service Payments to no more than the total of the actual Service Payments collected by the City and paid to Developer pursuant to this Section 10. Should the Developer opt to use the Service Payments allocable to it to finance any of the Costs of Development or to reimburse itself for the advancement of such costs, the City shall cooperate with the Developer in procuring any such financing, including executing any agreements or other documents associated with such financing, including (without limitation) the assignment of the right to receive the Service Payments, and the entry of direct-payment arrangements for the City to make debt service payments directly out of the TIF Fund to a trustee or lender. In addition to the debt service payments, the Developer may use the Service Payments allocable to it to pay the costs of any financing.

Upon Developer substantially completing the Development, Developer shall provide a certified statement to the City setting forth and providing reasonable evidence concerning the Costs of the

Development substantially in the form attached hereto as **Exhibit M** (each a “Certified Statement,” and collectively, the “Certified Statements”).

By December 31st of each calendar year that Service Payments are deposited into the TIF Fund, the City shall pay to School District, City and Developer the amounts set forth in this Section 10. The City is only obligated to make such payments to the extent that funds are actually available in the TIF Fund. In no event shall the City be liable to Developer in any manner for any unpaid or reduced payments, or unpaid Costs of the Development, that are unpaid or reduced as a result of insufficient funds in the TIF Fund.

Section 11. Priority of Lien.

The provisions of Section 5709.91 of the Ohio Revised Code, which specify that Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, apply to this Agreement and to the Property.

Section 12. Representations of the Parties.

The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the Developer, and that this Agreement is supported by consideration. The City hereby represents that this Agreement is authorized by Ordinance No. 193-2023, adopted _____, 2024, that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations under this Agreement and under the TIF Ordinance, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the City, that this Agreement is supported by consideration, that the City will not amend, modify, or repeal the TIF Ordinance in any way that would affect the amount of Service Payments payable to the City except as approved by the Developer or required by law, and that the City will not transfer, encumber, spend, or use any Service Payments other than as provided in the TIF Ordinance and in this Agreement.

Section 13. Breach and Remedy.

In addition to the specific remedy provided for in Section 3, above, except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party to this Agreement, or any successor to such party, such party (or successor) shall, within ninety (90) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken within such ninety (90) day period, or if such cure or remedy cannot be reasonably completed within such ninety (90) day period but is not begun during such period and cured or remedied within a reasonable time, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 14. Miscellaneous.

A. Agreement Binding on Parties; No Personal Liability. All covenants, obligations, and agreements of the City and the Developer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of the City in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of the Developer other than in their

capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, shall be liable personally by reason of the covenants, obligations, or agreements of the City or the Developer contained in this Agreement. The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

B. Entire Agreement. This Agreement and the agreements attached hereto represent the entire and integrated agreement between the parties for the subject matter hereof and supersedes all prior negotiations, representations, or agreements in such regard, either written or oral.

C. Amendments and Modification. This Agreement may be amended only by a written document signed by both City and Developer.

D. Successor and Assigns. This Agreement shall be binding upon, and inure to the benefit of, all successors and assigns; provided, however, that neither party may assign its interest in this Agreement without the written consent of the other party.

E. Notices. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; (b) by mailing of such Notice by certified mail, return receipt requested; or (c) by nationally recognized commercial overnight delivery of such Notice for next business day delivery. All Notices shall be delivered to the addresses set forth in this Section. Notice 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.

If to Developer: WXZ CPV LLC
22720 Fairview Center Drive, Ste.150
Fairview Park, OH 44126
Attn: Matthew Wymer

with a copy to: Kohrman Jackson & Krantz LLP
1375 E. Ninth St.
29th Floor
Cleveland, OH 44114
Attn: Rich A. Morehouse, Esq.

If to City: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Mayor

with a copy to: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Law Director

Roetzel & Andress, LPA
222 S. Main St.
Suite 400
Akron, OH 44308

Attn: Jason D. Dodson, Esq.

Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

F. Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements relating to development of the Project. By executing this Agreement, the City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits and other approvals from the City's Department of Planning, the City's Department of Public Works, the City's Planning Commission, Architectural Board of Review or any other City board or commission, that may be required in connection with the Project. Developer agrees that it will comply with all applicable federal, state and local laws with regard to housing opportunities and fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (including age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Development or any related activities pursuant to this Development Agreement.

G. 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 sixty (60) 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 sixty (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.

H. Choice of Law and Forum Selection. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any civil action relating to or arising from this Agreement shall be filed in the Cuyahoga County Court of Common Pleas.

I. Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

J. No Continuing Waiver. The waiver by any part of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

K. Force Majeure. Neither Party will be considered in default in its obligations, if the delay in performance is due to causes beyond its reasonable control and without its fault or negligence. Such causes include, without limitation, acts of God or of the public enemy, acts of terrorism, acts of the federal or state government, acts or delays of the other party, fires, floods or other casualty, weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of those causes. It is the intent of the Parties that in the event of the occurrence of any force majeure event, the time or times for performance will be extended based on the delay caused by such force majeure event.

L. Exhibits. All of the exhibits attached to this Agreement are expressly incorporated herein and made a part hereof. If the Parties, after the execution of this Agreement, mutually agree to amend or

modify any of the exhibits attached hereto, then the applicable exhibit attached hereto shall be removed and replaced by the mutually approved amended or modified version of such exhibit.

M. Execution and Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be treated as original signatures to this Agreement.

N. City Fees and Expenses. Developer agrees to reimburse the City \$25,000.00 towards the City's attorney fees incurred in connection with the preparation of this Agreement, the Purchase Agreement and any other agreement or documents contemplated hereby or giving rise to this Agreement. The City shall invoice the Developer for the same through one or more invoices, and the Developer shall pay the same at the earlier of closing or sixty (60) days of receipt of said invoice(s).

[Signature Page(s) to Follow]

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of the City and the Developer have executed this Agreement for and on behalf of the City and the Developer as of the date first set forth above.

CITY OF CLEVELAND HEIGHTS,
CUYAHOGA COUNTY, OHIO,
as City

By: _____

Name: _____

Title: _____

Approved as to legal form.

William R. Hanna, Law Director

Dated: _____

WXZ CPV LLC
as Developer

By: _____

Name: _____

Title: _____

List of Exhibits

- Exhibit A – Legal Description of the Property
- Exhibit B – Real Estate Purchase Agreement
- Exhibit C – Drawings Depicting Development
- Exhibit D – Cain Park Village Proposal
- Exhibit E – Landscape, Lighting, and Wayfinding Plan
- Exhibit F – August 2, 2022 Architectural Board of Review Actions
- Exhibit G – Planning Commission Conditional Use Permit
- Exhibit H – TIF Ordinance
- Exhibit I – Promissory Note
- Exhibit J – Mortgage
- Exhibit K – Depiction of Permitted Parking Zone
- Exhibit L – Compensation Agreement
- Exhibit M – Certified Statement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

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

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

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

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

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

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012

EXHIBIT B

REAL ESTATE PURCHASE AGREEMENT

See attached.

Exhibit B
REAL ESTATE PURCHASE AGREEMENT

(1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118)

This Real Estate Purchase Agreement (“**Agreement**”) is entered on _____, 2023 (“Effective Date”) between THE CITY OF CLEVELAND HEIGHTS, OHIO (“**Seller**”), a municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, whose address is 40 Severance Circle, Cleveland Heights, Ohio 44118 and WXZ CPV LLC (“**Buyer**”), an Ohio limited liability company, whose address is 22720 Fairview Center Drive, Suite 150, Fairview Park, Ohio 44126.

ARTICLE 1. SALE OF THE PROPERTY; PURCHASE PRICE; CLOSING DATE

1.01 **Sale of the Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, certain real property identified in the Cuyahoga County Records as Permanent Parcel Numbers 684-27-001, 684-26-011, and 684-26-012, and more commonly known as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118, as further described in **Exhibit “A”** attached hereto and incorporated herein by reference, together with all easements, privileges and rights appurtenant thereto (the “**Property**”).

1.02 **Purchase Price.** The purchase price for the Property shall be the sum of **ONE AND NO/100 DOLLAR (\$1.00)** (the “Purchase Price”), payable by Buyer to Seller on the Closing Date. The parties have agreed upon the purchase price of \$1.00 because they anticipate that the City will receive a mutually agreed-upon portion of tax increment financing service payments generated from the Property pursuant to a Development Agreement between the parties, as the same is defined in Section 2.02(D), below.

1.03 **Closing Date.** Closing shall occur within fifteen (15) days of the satisfaction of the certain Conditions of Escrow set forth in Sections 2.02(A), (C) and (D), and (F) below (the “**Closing Date**”).

ARTICLE 2. ESCROW

2.01 **Opening of Escrow.** An escrow account shall be opened, pursuant to this Agreement at Chicago Title Insurance Company, Attention: Dave Mader located at 1111 Superior Avenue, Suite 600, Cleveland, Ohio 44114 and phone number at 216-598-5924, and e-mail at: dave.mader@ctt.com (the “**Title Company**” or “**Escrow Agent**”), prior to the Closing Date.

2.02 **Conditions of Escrow.** The close of such escrow, the Seller’s obligation to sell the Property, and the Buyer’s obligation to purchase the Property pursuant to this Agreement are conditioned on:

A. **Marketable Title.** The conveyance to Buyer of good and marketable title to the Property, as evidenced by title insurance issued by the Title Company, subject only to restrictions, easements or conditions as may be approved in writing by Buyer. Immediately following execution of this Agreement, Buyer shall order a commitment for title insurance from the Title Company. Within fourteen (14) days of receipt of the commitment for title insurance, Buyer shall notify Seller in writing of any restrictions, easements or conditions shown therein, if any, which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered “**title defects**” and shall be removed by Seller on or before the expiration of the Inspection Period, as defined below. If the title defects cannot be removed by Seller or Seller elects not to cure the title defects on or before the expiration of the Inspection Period, or any extensions of the Inspection Period as may be agreed to by the Buyer for the correction of these title defects and Buyer elects not to waive the title defects, this Agreement shall be null and void and all funds

Exhibit B

and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties. If Buyer does not notify Seller of any title defects within said fourteen (14) day period set forth above, then such lack of notice shall be construed as Seller having no objections to any title defects and the conditions of this subsection 2.02(A) shall be deemed satisfied.

B. Delivery of Possession of Property. Delivery of exclusive possession of the Property on the Closing Date.

C. Site Inspection Prior to Closing. Buyer's obligation to purchase the Property is contingent upon inspection of the Property, including, but not limited to, a Phase II Environmental Site Assessment, by a qualified professional(s) of Buyer's choice. If Buyer is not satisfied with such inspection(s) then Buyer will notify Seller within sixty (60) days of the Effective Date of this Agreement that Buyer is voiding this Agreement (the "Inspection Period"). If Buyer does not void this Agreement within such sixty (60) days from the Effective Date, then this condition shall be deemed satisfied.

REGARDLESS OF WHETHER BUYER CONDUCTS ANY SUCH INSPECTIONS, BUYER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE. BY EXECUTING THIS AGREEMENT, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH BUYER.

Notwithstanding the foregoing or anything to the contrary contained herein, in the event Buyer's site inspections, including Buyer's Phase II Environmental Site Assessment, reveals any recognized environmental conditions or other hazardous conditions which require remediation at the Property, Seller shall assist Buyer in such remediation efforts by facilitating and supporting Buyer's efforts to seek and obtain remediation grants (e.g., the Ohio Brownfield Remediation Program) and/or any other sources of funding to be used for remediation of such conditions.

D. Development Agreement The parties shall negotiate and execute, on or before the Closing Date, a development agreement ("**Development Agreement**") providing for the terms and conditions of the redevelopment of the Property by the Buyer; the terms and conditions of assistance and/or incentives provided by the Seller to induce the Buyer's redevelopment of the Property; and a description of future phases of redevelopment of the real property adjacent to, across the street from, or nearby the Property. Such Development Agreement shall be approved by Seller's Council prior to execution of the same.

E. Quit Claim Deed. Seller shall convey title to Buyer by a statutory form quit claim deed delivered to the Escrow Agent prior to closing. A copy of the deed is attached hereto as **Exhibit "B"**.

F. Title Transfer to the City. The Cleveland Heights Land Reutilization Corporation and the Cleveland Heights Land Reutilization Program are the current title owners of the Property (Cleveland Heights Land Reutilization Corporation owns Parcel 684-27-001 and Cleveland Heights Land Reutilization Program owns 684-26-011, and 684-26-012). Prior to Closing, the City shall become the title owner to the Property.

Exhibit B

2.03 Failure of Conditions. Should any of the conditions specified in Section 2.02 (A) through (D) of this Agreement fail to occur at or before the Closing Date, Buyer shall have the power, exercisable by the giving of written notice to the Escrow Agent and to the Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by it to Seller or to the Escrow Agent on account of the purchase price of the Property. The exercise of such power by Buyer shall not, however, constitute a waiver by it of any other rights it may have against Seller for breach of this Agreement. The Escrow Agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by it in escrow pursuant to this Agreement.

2.04 Prorations. There shall be no proration between Seller and Buyer of the real property taxes and assessments levied or assessed against the Property as shown on the latest available tax bills, and Seller shall assume all taxes and assessments. Utilities shall not be prorated between Seller and Buyer, and Seller shall assume all utility costs and charges.

2.05 Brokers' Commissions. Both parties represent that neither have used the services of a broker or real estate agent and therefore no commission or fee is due to any such person. If either party used the services of a broker or real estate agent, that party shall be solely responsible for such costs.

2.06 Closing Expenses. The expenses of closing described in this Article shall be paid in the following manner:

- A. The full cost of securing the title insurance shall be paid by Buyer.
- B. Any costs of transfer and recording of title shall be paid by Buyer.
- C. Seller shall pay for recording any mortgage releases.
- D. Buyer shall pay for the cost of a preliminary title report and the title commitment for title insurance.
- E. Buyer shall pay the Escrow Agent's fee.
- F. Buyer shall pay the cost to prepare and file the deed.
- G. Buyer shall pay the cost of any conveyance fees or transfer taxes, if any.
- H. Each party shall bear any attorney's fees, appraisal fees or other expenses that each party has incurred which are not otherwise addressed herein.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.01 Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

- A. At closing, the Property is vacant.
- B. At closing, there is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, by federal or state governmental authorities nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any federal or state governmental authority.
- C. As of the Closing Date, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

Exhibit B

- D. At closing, there shall be no mechanics' liens or other liens on the Property.

ARTICLE 4. BREACH

4.01 Breach by Seller. Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

- A. Enforce specific performance of this Agreement;
- B. Request that any money paid to Seller shall be forthwith returned to Buyer; or
- C. Bring suit for damages against Seller.

4.02 Breach by Buyer. Should Buyer fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may retain possession of the Property. The Seller may also terminate any Development Agreement governing the subject Property between Seller and Buyer. The Seller hereby waives any other legal right or remedy.

ARTICLE 5. MISCELLANEOUS

5.01 Binding Agreement. This Agreement shall be binding on the successors and the assigns of the parties.

5.02 Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transaction contemplated hereby shall survive the closing and shall not be merged therein.

5.03 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the following addresses.

If to the Seller: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118
Attn: Mayor

with a copy to: Roetzel & Andress
1375 East 9th Street, 10th Floor
Cleveland, Ohio 44114
Attn: William R. Hanna, Esq.

If to Buyer: WXZ CPV LLC
c/o WXZ Development LLC
22720 Fairview Center Drive, Suite 150
Fairview Park, Ohio 44126
Attn: Matthew Wymer
Email: mwymer@wxzinc.com

With a copy to: Kohrman Jackson & Krantz LLP
1375 East 9th Street, 29th Floor
Cleveland, OH 44114
Attn: Rich A. Morehouse, Esq.

Exhibit B

5.04 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

5.05 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.06 Prior Agreements. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

5.07 Time. Time is of the essence in this Agreement.

5.08 Insurance. Seller shall maintain property damage and liability insurance on the Property until the Closing Date.

5.09 Counterparts. This Agreement shall be executed in one or more counterparts, including copies, PDF or other electronic means, all of which, when assembled, shall constitute an complete original agreement.

[Signature Page Follows.]

Exhibit B

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this ____ day of _____, 2023.

BUYER:
WXZ CPV LLC

By: _____
Title: _____

SELLER:
CITY OF CLEVELAND HEIGHTS

By: _____
Title: _____

Approved as to legal form.

William R. Hanna, Law Director

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

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

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

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

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land

described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

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

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012

EXHIBIT B

QUIT-CLAIM DEED

(Pursuant to Ohio Revised Code Section 5302.11)

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CLEVELAND HEIGHTS, an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, whose tax mailing address is 40 Severance Circle, Cleveland Heights, Ohio 44118, as Grantor, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, convey, grant and quitclaim unto WXZ CPV LLC, an Ohio limited liability company, the Grantee, whose tax mailing address is c/o WXZ Development LLC, 22720 Fairview Center Drive, Suite 150, Fairview Park, Ohio 44126, Grantors entire interest in the following described real property (the “**Property**”):

Legal Description Attached hereto as **Exhibit A**

Property Address: 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118

Permanent Parcel Nos.: 684-27-001
 684-26-011
 684-26-012

Prior Deed References: Instrument No. 201801220500 (as to PPN 684-27-001)
 Instrument No. 202111120067 (as to PPN 684-26-011 and 684-26-012)

Except a) any mortgage assumed by Grantee, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the real property transferred herein, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable.

_____, 2023.

City of Cleveland Heights

Khalil Seren, Mayor

ACKNOWLEDGMENT

STATE OF OHIO

)

COUNTY OF SUMMIT

)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Khalil Seren, the Mayor of the City of Cleveland Heights, a municipal corporation, on behalf of the City.

NOTARY PUBLIC

My Commission Expires:

This Instrument Prepared By:
Kohrman Jackson & Krantz LLP
1375 East 9th Street, 29th Floor
Cleveland, Ohio 44114
Attn: James J. Scherer
Email: jjks@kjk.com

Exhibit A
to Quitclaim Deed

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

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

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

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described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

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

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

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Parcel Number: 684-26-012

EXHIBIT C

DRAWINGS DEPICTING DEVELOPMENT

For 1900-1910 S. Taylor Road, see: https://www.dropbox.com/scl/fi/0mjc3af0rxnboeet8j36t/2022-10-12_22110_1900-1910.pdf?rlkey=nrn116sjlwpqx9b5psfj12xrk&dl=0

For 1912-1926 S. Taylor Road, see: https://www.dropbox.com/scl/fi/uz65uyyq38kozdxismisy/2022-10-12_22110_1912-1926.pdf?rlkey=c9mlc48267yo5qw8andgeea3w&dl=0

For 1932-1946 S. Taylor Road, see: https://www.dropbox.com/scl/fi/op4gxkfemf5h4b68rcnj9/2022-10-12_22110_1932-1946.pdf?rlkey=0n4zm1and1up69aw5q3foxtco&dl=0

EXHIBIT D

CAIN PARK VILLAGE PROPOSAL

See: <https://www.clevelandheights.gov/DocumentCenter/View/10906/WXZ-Taylor-Tudor-RFP-RFQ-Submission-121021?bidId=>

EXHIBIT E

LANDSCAPE, LIGHTING, AND WAYFINDING PLAN

See attached.

Exhibit E
Preliminary Draft
Landscape, Lighting, and Wayfinding Plan

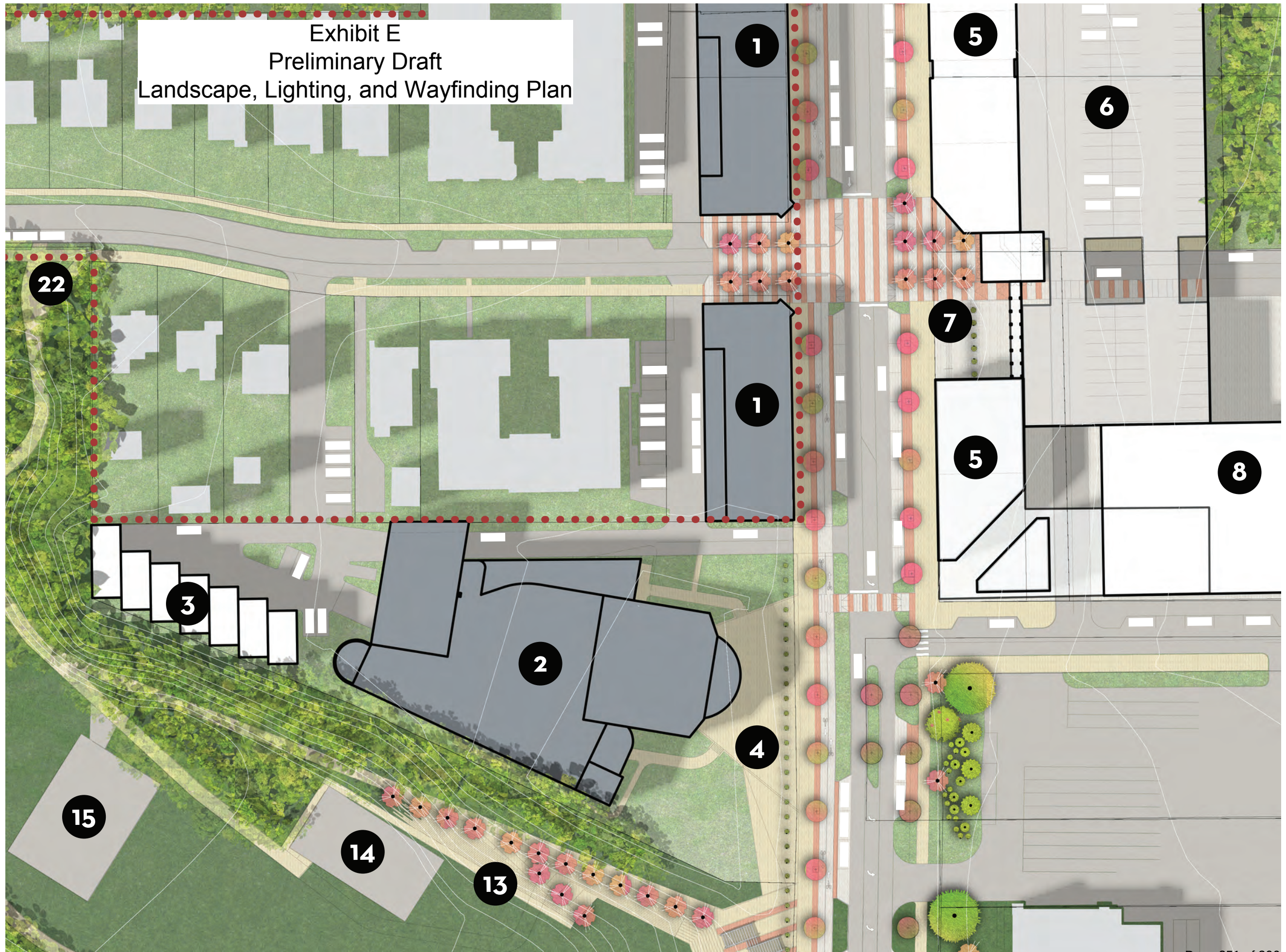


EXHIBIT F

AUGUST 2, 2022 ARCHITECTURAL BOARD OF REVIEW ACTIONS

See attached.

AUGUST 2ND, 2022

ARCHITECTURAL BOARD OF REVIEW ACTIONS

ABR 2022-153: St. Paul's Episcopal Church, 2741 Fairmount, request to install antenna. *Action: Approved as noted – Antenna to be painted black and mounted through mortar. Cabinets painted to match stone wall, shifted westward on platform, and structural connections placed through mortar. Newly constructed door to be painted to match stone wall.*

ABR 2022-154: Marc Berry, 1006 Quarry, request to install deck. *Action: Approved as noted – approved as submitted, or approved as a platform without railings according to Ohio Building Code standards.*

ABR 2022-155: Danyell Madsen, 1370 Inglewood, request to demolish addition. *Action: Approved*

ABR 2022-156: Irene & David Strachan, 2603 Fairmount, request to install fence. *Action: Approved as noted – modify fence according to notes written on landscape plan dated 6-23-2022*

ABR 2022-157: Mary Pat & Greg Jolivette, 2791 Scarborough, request to construct garage. *Action: Approved*

ABR 2022-158: Lori & Peter Anderson, 2910 Scarborough, request to construct garage. *Action: Approved*

ABR 2022-159: S&K Block Properties, 1671 Coventry, request to construct garage. *Action: Approved*

ABR 2022-160: Amy & Brian Dolzine, 2811 Fairmount, request to construct addition. *Action: Approved as noted – 8" shake siding required.*

ABR 2022-161: Sue & Steve Dyke, 2558 Guilford, request to construct addition. *Action: Approved as noted – Black asphalt shingles in lieu of previously approved copper.*

ABR 2022-162: Yehudit Main, 3524 Blanche, request to alter porch. *Action: Approved as noted – rear deck approved, resubmit front porch.*

ABR 2022-163: WXZ Development, 1900-1944 South Taylor, request to restore the structures. *Action: Approved*

EXHIBIT G

PLANNING COMMISSION CONDITIONAL USE PERMIT

See attached.

**CLEVELAND
HEIGHTS**
**PLANNING COMMISSION
CONDITIONAL USE PERMIT**

PROJECT NO. 22-20
WXZ Development
Live-Work Units
1908-1946 S. Taylor Rd.

A Conditional Use Permit is hereby issued to WXZ Development, Inc. for the live-work units located in the Taylor-Tudor buildings, Multiple-Use District, as regulated by Zoning Code Chapters 1111, 1115, 1131, 1151, 1153, 1161, 11165 & 1166 approved by the Planning Commission on Wednesday, August 10, 2022.

This permit is issued under the authority of Sections 1111.06 and 1115.08 of the Zoning Code and is subject to compliance by the applicant with all pertinent provisions of the Zoning Code and with any other applicable ordinances of the City, with the conditions that:

1. Receipt of all other required local approvals and permits;
2. This use shall not be injurious to the use and enjoyment of other properties in the immediate vicinity or create a nuisance for adjacent properties;
3. The Applicant shall work with staff to resolve any complaints from neighbors, such as access to existing parking conditions; and
4. All required construction and installation of the use shall be completed within 36 months of Planning Commission approval.

Should the holder of this permit at any time fail to comply with said provisions and limitations, and such failure continues beyond the time fixed by the Zoning Administrator or Commissioner of Building in a written notice to remedy such failure, then this permit may be deemed terminated.

This permit is not transferable without the written consent of the Planning Commission.



Eric Zamft, Secretary for the Planning Commission

August 25, 2022
date

THIS PERMIT REPRESENTS ZONING APPROVAL ONLY. OTHER CITY APPROVALS MAY BE REQUIRED INCLUDING, BUT NOT LIMITED TO, BUILDING, FIRE, AND /OR STORMWATER PERMITS.

EXHIBIT H
TIF ORDINANCE

See attached.

EXHIBIT I
PROMISSORY NOTE

See attached.

PROMISSORY NOTE

\$1,100,000.00

Issue Date: _____

FOR VALUE RECEIVED, **WXZ CPV 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 Cir., Cleveland Heights, OH 44118, or at such other place as the Payee may designate, One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (the “Loan”). This Note is secured by the property described in a Mortgage granted by the Borrower in favor of the Payee and dated of even date herewith (the “Mortgage”), 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 a certain Development Agreement entered into by Borrower and Payee as of even date with the issuance of this Note (the “Development Agreement”).

1. Payment Terms and Maturity Date. Borrower shall pay to Payee the principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), plus interest at the rate of seven percent (7%) from the date of issuance of this Note, upon the maturity date of September 1, 2027, subject to extension as set forth herein. Provided that the Borrower complies with Section 3(A) of the Development Agreement and commences construction of the Development no later than September 1, 2024, and completes construction of the Development no later than three (3) years following commencement of construction, then this Note shall be forgiven and satisfied in full and Borrower shall owe no sums of principal or interest to Payee. Otherwise, failure by Borrower to commence construction of the Development no later than September 1, 2024, and complete construction of the Development no later than three (3) years following commencement of construction, shall constitute an Event of Default under Section 2 of this Note.

The maturity date of this Note, as well as the date to commence and complete construction of the Development may be extended per the terms of Section 3(A) of the Development Agreement.

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

- (a) the Borrower fails to commence construction of the Development no later than September 1, 2024, and complete construction of the Development no later than three (3) years following commencement of construction, subject to extension as set forth in Section 1 of this Note; or
- (b) make any principal payment hereunder or any other payment required hereunder when and as the same becomes due; or
- (b) an “Event of Default” occurs under the Mortgage.

Upon the occurrence of an Event of Default: (i) the outstanding principal balance together interest and any additional amounts payable hereunder or under the Mortgage 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 Mortgage or under applicable law.

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 Mortgage.

(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 Mortgage, 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.

Exhibit I

(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 Mortgage, without any deduction whatsoever, including any deduction for any setoff or counterclaim.

(l) Cancellation of Prior Notes. The Borrower, and the Payee, by acknowledging the amendment and restatement of this Note, mutually agree that any prior version of this Note issued by the Borrower prior to the Amendment and Restatement Date as set forth above shall be cancelled, null and void, and of no effect whatsoever.

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.

(Balance of Page Intentionally Left Blank)

Exhibit I

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.

WXZ CPV LLC

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT J
MORTGAGE

See attached.

OPEN-END MORTGAGE AND SECURITY AGREEMENT

between

WXZ CPV LLC,
as Mortgagor and Debtor

and

THE CITY OF CLEVELAND HEIGHTS, OHIO,
as Mortgagee and Secured Party

Exhibit J

OPEN-END MORTGAGE AND SECURITY AGREEMENT

Maximum Indebtedness Not to Exceed \$1,100,000.00

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (the “Mortgage”), dated as of _____, 2024, is executed and delivered by WXZ CPV LLC, an Ohio limited liability company (the “Mortgagor”), as Mortgagor and Debtor, whose address is 22720 Fairview Center Drive, Ste. 150, Fairview Park, OH 44126, to THE CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation (the “Mortgagee”), as Mortgagee and Secured Party, with its offices located at 40 Severance Circle, Cleveland Heights, OH 44118 under the circumstances summarized in the following recitals and granting clauses (the capitalized terms not defined in the recitals and granting clauses are being used therein as defined in Article I hereof):

RECITALS:

A. The Mortgagor and the Mortgagee entered into Development and Tax Increment Financing Agreement made and entered into as of _____, 2024 by and between Mortgagor and Mortgagee (the “Development Agreement”).

B. Pursuant to the Development Agreement, the Mortgagee agreed to sell the Property defined in the Development Agreement to Mortgagor with an agreed value of One Million One Hundred Thousand Dollars (\$1,100,000.00) (the “Agreed Value”) for One Dollar (\$1.00) to Mortgagor (the “Sale”).

C. The Mortgagor intends to provide the Note to Mortgagee in the amount of the Agreed Value and Mortgagor intends to own and redevelop the Property defined in the Development Agreement pursuant to the terms of the Development Agreement.

D. Pursuant to Section 3 of the Development Agreement, the Mortgagor is required to commence or complete the construction of the Development as defined in the Development Agreement, and, if Mortgagor fails to do so then Mortgagor is obligated to repay to the Mortgagee the Agreed Value of the property.

C. To secure Mortgagor’s obligation to perform its obligations under Section 3 of the Development Agreement, the Property shall be encumbered by this Mortgage.

NOW THEREFORE, WITNESSETH, that as an inducement to and in consideration of the Sale to the Mortgagor by the Mortgagee and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing (i) the Developer’s obligations pursuant to Section 3 of the Development Agreement (ii) the performance and observance of each covenant and agreement of the Mortgagor contained in this Mortgage, the Mortgagor does hereby grant, bargain, sell, convey, mortgage, assign, pledge, set over with mortgage covenants, and further grants a lien and a security interest in and transfer unto the

Exhibit J

Mortgagee, the Mortgagee's successors and assigns, the following property (the "Mortgaged Property"):

- (a) the real property (the "Property") described in Exhibit A, as the same may be amended, and attached hereto, subject only to Permitted Encumbrances, and including all buildings, structures and improvements, and all facilities, fixtures and installations which are structural components of any such building, structure or improvement now or hereafter located thereon and owned by the Mortgagor, including without limitation all engines, boilers, furnaces, heat pumps, air conditioners, water heaters, incinerators, all fixtures used for the purposes of supplying or distributing heating, cooling, ventilating, electricity, gas, water, air and light, and all refrigeration, sprinkling, pumping, plumbing, vacuum cleaning and power systems, and all elevators and escalators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, automatic dooropening apparatus, bath tubs, water conditioners, humidifiers, dehumidifiers, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, lighting fixtures, awnings, storm windows, shutters, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, antennas, trees, shrubs, and plants of every kind and description, now growing or hereafter planted upon the Property;
- (b) all rentals, revenues, payments, repayments, income, charges and moneys derived by the Mortgagor from the lease, sale, or other disposition of the Property and the proceeds from any insurance or condemnation award pertaining thereto;
- (c) all easements, rights of way or use, licenses, privileges, real property franchises, servitudes, tenements, hereditaments and all appurtenances now or hereafter belonging to or anywise appertaining to the Property including, without limitation, all right, title and interest in any street, open or proposed;
- (d) all accessions and additions to, substitutions for and replacements of any of the foregoing;
- (e) all of Mortgagor's rights, title and interest under any reciprocal easement agreements, covenants, restrictions, service agreements and other agreements now or hereafter affecting the Property, and all amendments or modifications thereof, and all of the Mortgagor's right, title and interest to any and all representations, warranties and indemnities inuring to the benefit of the Mortgagor and made by predecessors-in-interest to the Mortgagor in respect of the Property, including any of the same relating to environmental matters;
- (f) all of Mortgagor's right, title and interest in and to all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations, licenses and consents obtained from any governmental authority in connection with the development, use, operation or management of the Property; and

Exhibit J

- (g) all interests, estates or other claims, whether at law or in equity, which the Mortgagor now has or may hereafter acquire in the foregoing.

TO HAVE AND TO HOLD ALL the Mortgaged Property and all the privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Mortgagee and the Mortgagee's successors and assigns forever, but subject to the conditions hereinafter set forth; and for the enforcement of the payment of amounts due under the Development Agreement, when payable, according to the true intent and meaning thereof and to secure the performance of and compliance with the covenants, terms and conditions of the Development Agreement and of this Mortgage, it being intended that the lien and security interest of this Mortgage shall take effect from the date hereof, provided, however, that if the Mortgagor, or the Mortgagor's successors or assigns, shall well and truly pay, or cause to be paid, all amounts payable under the Development Agreement at the times and in the manner mentioned in the Development Agreement according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Mortgage to be kept, performed and observed by the Mortgagor, then this Mortgage and the rights hereby granted shall cease and be void and the Mortgagee shall release this Mortgage; otherwise, this Mortgage shall remain in full force and effect in law and equity forever.

The Mortgagee shall sell to the Mortgagor or otherwise provide for the benefit of the Mortgagor the Property upon the terms and conditions set forth in the Development Agreement, and the Mortgagor and the Mortgagee agree that with respect to this Mortgage:

- (a) it shall secure Mortgagor's obligations according to the terms of the Development Agreement to commence construction by September 1, 2024 or does not complete construction within three (3) years after commencement of construction;
- (b) this Mortgage shall be recorded in the Cuyahoga County Fiscal Office for record.

AND, IT IS HEREBY COVENANTED that this Mortgage is given, and the Mortgaged Property is to be held, in the manner and to the extent, and applied subject to the further terms, herein set forth:

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ARTICLE I
DEFINITIONS

Section 1.1. Use of the Defined Terms. In addition to the words and terms elsewhere defined in this Mortgage or the Development Agreement, the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth unless the context or use indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

Section 1.2. Definitions. As used herein:

“Additional Permitted Encumbrances” means the Additional Permitted Encumbrances described on Exhibit B attached hereto.

“Commercial Code” means Chapters 1301 through 1309, inclusive, Ohio Revised Code, as from time to time amended, restated, modified or supplemented.

“Development Agreement” means that certain Development and Tax Increment Financing Agreement entered into by and between the Mortgagor and Mortgagee and dated _____, 2024.

“Event of Default” means any of the events described as an Event of Default in Section 3.2 hereof.

“Interest Rate for Advances” means the interest rate equal to 0.00% per annum.

“Independent Counsel” means an attorney or a firm of attorneys selected by the Mortgagor, acceptable to the Mortgagee and duly admitted to practice law before the highest court of the State.

“Mortgage” means this Open-End Mortgage and Security Agreement, as amended or supplemented from time to time.

“Mortgaged Property” means the Mortgaged Property defined and described in paragraphs (a) through (g) of the granting clauses of this Mortgage.

“Notice Address” means:

as to the Mortgagor:

WXZ CPV LLC
2720 Fairview Center Drive, Ste.150
Fairview Park, OH 44126
Attn: Matthew Wymer

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as to the Mortgagee:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Mayor

or such additional or different address, notice of which is given to the other party.

“Permitted Encumbrances” means such term as defined in Section 2.4 of this Mortgage.

“Property” means the real property more particularly described on Exhibit A hereto.

“State” means the State of Ohio.

“UCC Financing Statements” means financing statements providing notice of the Mortgagee’s security interest in the Mortgaged Property.

Section 1.3. Certain Words and References. Any reference herein to the Mortgagee shall include those succeeding to the Mortgagee’s functions, duties or responsibilities pursuant to or by operation of law or pursuant to the provisions of the Indenture or lawfully performing such functions. Any reference to a section or provision of the Constitution of the State or to a section, provision, chapter or title of the Ohio Revised Code shall include such section, provision, chapter or title as from time to time amended or supplemented.

Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

(End of Article I)

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ARTICLE II

PRESERVATION OF SECURITY

Section 2.1. Representations, Warranties and Covenants. The Mortgagor represents, warrants and covenants that:

- (a) The Mortgagor is (i) lawfully seized with good and marketable title to the Property and the Mortgaged Property and has good and sufficient title to all improvements and personal property included in the Mortgaged Property, subject only to Permitted Encumbrances, (ii) has full right and authority to sell, convey, mortgage and pledge the Mortgaged Property, (iii) will warrant and defend to the Mortgagee such title to the Mortgaged Property and the lien, pledge and security interest of the Mortgagee therein and thereon against all claims and demands whatsoever, except as associated with Permitted Encumbrances, and will, except as otherwise herein expressly provided, maintain the priority of the lien of, and the security interest granted by, this Mortgage upon the Mortgaged Property until the Mortgagor shall be entitled to defeasance as provided herein, and (iv) will not initiate or acquiesce in any changes in the zoning classification of the Property or any part thereof which would materially adversely impair the value of the Mortgaged Property.
- (b) The lien, pledge and security interest of this Mortgage is a good and valid lien, pledge and security interest on all the Mortgaged Property, subject only to Permitted Encumbrances.
- (c) No mortgage, financing statement or security agreement purporting to cover any of the Mortgaged Property has heretofore been signed or granted by the Mortgagor or names the Mortgagor as “debtor,” except in conjunction with Permitted Encumbrances, and no such financing statement or security agreement is now on file or recorded in any public office, except in conjunction with Permitted Encumbrances.
- (d) The Mortgagor will permit the Mortgagee and its agents and representatives, upon prior written notice and at reasonable times during normal business hours, to inspect the Mortgaged Property and any property or records with respect thereto and to make copies thereof and to enter upon the premises of the Property for such purpose.
- (e) The Mortgagor shall, at the Mortgagor’s own expense, from time to time as requested by the Mortgagee take such actions and execute and deliver to the Mortgagee all such instruments, supplements, further assurances and security or other agreements as may be required or requested by the Mortgagee in order to perfect and continue the Mortgagee’s lien, pledge and security interest in the Mortgaged Property hereunder. Upon the occurrence of an Event of Default, the Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor’s agent

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and attorney-in-fact to sign all such instruments, supplements, further assurances and security and other agreements.

Section 2.2. Recordation and Filing. The Mortgagor, at the Mortgagor's expense, shall cause this Mortgage and any UCC Financing Statements, including all necessary amendments, supplements and continuation statements, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places as may be required to establish, perfect, preserve and protect the lien, pledge and security interest of this Mortgage as a good and valid perfected first best priority lien and security interest on all property, fixtures, and interests therein included in the Mortgaged Property, subject to the Permitted Encumbrances (together with, without limitation, any such property, fixtures and interests acquired after the execution hereof). The Mortgagor hereby irrevocably authorizes the Mortgagee, at the Mortgagor's expense, to file all such UCC Financing Statements, continuation statements and other documents for recording, registering and filing. If reasonably requested by the Mortgagee, the Mortgagor, shall furnish to the Mortgagee an opinion of Independent Counsel specifying the action required and to be taken by the Mortgagor to comply with this Section since the date of this Mortgage or the date of the most recent such opinion or stating that no such action is necessary, as applicable.

Section 2.3. After-Acquired Property. All property of every kind acquired by the Mortgagor after the date hereof, which by the terms hereof is intended to be subject to the lien, pledge and security interest of this Mortgage shall immediately upon the acquisition thereof by the Mortgagor, and without further action by the Mortgagor, subject to the rights of the holder of any Permitted Encumbrance, become subject to the lien, pledge and security interest of this Mortgage as fully as though now owned by the Mortgagor and specifically described herein. Nonetheless, the Mortgagor shall take such actions and execute, acknowledge and deliver such additional instruments as the Mortgagee shall require to further evidence or confirm the subjection of any such property to the lien, pledge and security interest of this Mortgage.

Section 2.4. Disposition of Property; and Liens and Encumbrances. Except as otherwise expressly permitted by this Section, the Mortgagor shall not directly or indirectly sell, convey, assign or transfer or otherwise dispose of the Mortgaged Property in whole, or any part or the interest therein having a value in excess of \$100,000.00, without the prior written consent of the Mortgagee or satisfaction of this Mortgage in full.

The Mortgagor shall not directly or indirectly, without the consent of the Mortgagee, create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to the Mortgaged Property or any part thereof or the interest of the Mortgagor or the Mortgagee therein or any revenues, income or profit or other sums arising from the Mortgaged Property or any part thereof, (including, without limitation, any lien, encumbrance or charge arising by operation of law) other than the following encumbrances (the "Permitted Encumbrances"):

- (a) liens for taxes, assessments, and governmental charges, which are not at the time required to be paid pursuant to Section 5.1 hereof;

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- (b) liens of mechanics, materialmen and suppliers or vendors or rights thereto to the extent permitted by Section 5.2 hereof; and
- (c) this Mortgage and each of the Additional Permitted Encumbrances listed on Exhibit B hereto and any Additional Permitted Encumbrances for mortgages described in Section 2.11.

Section 2.5. Security Agreement and Financing Statement. This Mortgage constitutes a security agreement as to all or any part of the Mortgaged Property which is of a nature that a security interest therein can be perfected under the Commercial Code. This Mortgage also constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code of the State, as amended or recodified from time to time, with respect to any and all property included in the Mortgaged Property which is or may become fixtures. For this purpose, the respective addresses of the Mortgagor, as debtor, and the Mortgagee, as secured party, are as set forth in the preambles of this Mortgage.

Section 2.6. Actions Under Section 1311.14, Ohio Revised Code. The Mortgagor hereby authorizes and empowers the Mortgagee, at the Mortgagee's option, to do all things authorized or required to be done by the Mortgagee, as a secured party under Section 1311.14, Ohio Revised Code, as from time to time amended or supplemented or under any other present or future law of the State relating to the creation or attachment of mechanics', materialmen's or other similar liens.

Section 2.7. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or be construed to give the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would provide the basis for any claim either against the Mortgagee, or that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien, pledge and security interest of this Mortgage.

Section 2.8. The Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien, pledge or security interest or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, the Mortgagee may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or conveyed at any time at the Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligations herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

Section 2.9. Intentionally omitted.

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Section 2.10. Advances by the Mortgagee. If the Mortgagor fails, within a reasonable time after written notice from the Mortgagee, to (i) pay the taxes, assessments and other governmental or utility charges except to the extent contested by the Mortgagor by appropriate proceedings, in good faith and for which appropriate reserves have been allocated, (ii) to pay any mechanics' or other liens or bond over them within 60 days after written notice by the Mortgagee, (iii) to maintain and keep in force casualty property covering the Mortgaged Property, (iv) to maintain the Mortgaged Property, (v) to pay for the defense of claims against the Mortgagee, or (vi) to take any action described in Section 3.3 hereof, the Mortgagee may, but shall not be obligated to, advance funds to pay any such required charges or items. Any funds so advanced shall be paid by the Mortgagor to the Mortgagee on demand, together with interest thereon at the Interest Rate for Advances from the date thereof in addition to all other payments to be made by the Mortgagor pursuant to the Development Agreement, and shall be subject to and secured by this Mortgage as additional indebtedness.

Section 2.11. Subordination to Any Development Loan or Construction Loan. Mortgagee acknowledges that this Mortgage and the lien of this Mortgage is subject, and shall automatically subordinate in all respects, to any mortgage securing a to-be-obtained predevelopment, bridge loan, construction loan, or development loan necessary for Mortgagor to undertake and complete the Project as each may be extended, modified, assigned, replaced or renewed from time to time (including any extensions, modifications, assignments, replacements and renewals thereof). Any such mortgage shall be an Additional Permitted Encumbrance under Section 2.4. The City hereby agrees that it will execute and deliver a mortgage subordination agreement mutually agreeable to Mortgagee and the lender of any such predevelopment, bridge loan, construction loan, or development loan and the same will be recorded in the Recording Division of the Cuyahoga County Fiscal Office. Any such predevelopment, bridge loan, construction loan, or development loan is intended to be a third-party beneficiary of this Section 2.11. During the period that any indebtedness is outstanding under the note(s) for such predevelopment, bridge loan, construction loan or development loan, Mortgagee shall not without 90 days' prior written notice to all other mortgagees/secured parties, (i) commence foreclosure proceedings with respect to the Property under this Mortgage or exercise any other rights or remedies it may have under this Mortgage, or (ii) join with any other creditor in commencing any bankruptcy reorganization arrangement, insolvency or liquidation proceedings with respect to the Mortgagor. Mortgagee waives no rights or remedies it may have under the Development Agreement or this Mortgage, but merely agrees not to enforce those rights or remedies until such time as there is no outstanding indebtedness under the construction loan or development loan.

(End of Article II)

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

Section 3.1. Right to Perform Covenants. If the Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, the Mortgagee, without demand upon the Mortgagor and without waiving or releasing any obligation or default, may, but shall be under no obligation to, upon at least 30 business days' written notice to the Mortgagor (unless a shorter period is elsewhere provided), make such payment or perform such act for the account and at the expense of the Mortgagor and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the reasonable opinion of the Mortgagee, may be necessary or appropriate for the protection of the Mortgaged Property. Under emergency conditions as determined in the sole discretion of the Mortgagee, no notice shall be required. All payments so made by the Mortgagee and all costs, fees and expenses, shall be subject to and secured by this Mortgage as additional indebtedness. If any action brought to collect such indebtedness or to foreclose or otherwise pursue the remedies of the Mortgagee under this Mortgage, the Mortgagee shall be entitled to the recovery of such expenses in such action except as limited by law or judicial order or decision entered in such action.

Section 3.2. Events of Default. Any one or more of the following events shall be an "Event of Default" under this Mortgage:

- (a) Failure by the Mortgagor to perform or cause to be performed any covenant, agreement or obligation to be performed by the Mortgagor under this Mortgage or the Development Agreement within 90 days after receipt of written notice by the Mortgagee to the Mortgagor of such failure, provided that if such failure cannot reasonably be cured within 90 days, failure of the Mortgagor to commence the cure within such 90 day period and thereafter pursue such cure until completed in good faith and with due diligence, and an Event of Default shall not be deemed to exist during such period;
- (b) The Mortgaged Property shall be placed under control or custody of any court which shall not be removed within 90 days; or
- (c) An attachment or levy or restraining order shall be issued for any portion of the Mortgaged Property which shall not be removed within 90 days.

Section 3.3 Remedies. If an Event of Default shall have occurred and be continuing, the Mortgagee, at any time during such continuation, at the Mortgagee's election, may exercise any or all or any combination of the remedies conferred upon or reserved to the Mortgagee under this Mortgage, or now or hereafter existing at law, or in equity or by statute. Subject to the foregoing, any or all of the following remedies may be exercised:

- (a) declare the outstanding amount of the Agreed Value secured hereby to be immediately due and payable;

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- (c) foreclose the lien, pledge and security interest of this Mortgage as against all or any of the Mortgaged Property;
- (d) appoint a receiver for the rents and profits of the Mortgaged Property, as a matter of right without consideration of the value of the Mortgaged Property as security for the amounts secured by this Mortgage or the solvency of any person or persons liable for the payment of such amounts; the rents and profits of the premises being hereby assigned to the Mortgagee as security for the performance of the obligations of the Mortgagor hereunder;
- (e) take possession of the Mortgaged Property, collecting all rents accruing therefrom, renting the Mortgaged Property, and after deducting the reasonable charges therefor, applying the proceeds to the repayment of the outstanding amount of the Agreed Value, and continuing to do so until all such payments have been made; and
- (f) exercise any rights, remedies and powers the Mortgagee may have at law or in equity, including, without limitation, as a secured party under the Commercial Code or other similar laws in effect, including, without limitation, the option of proceeding as to both personal property and fixtures in accordance with any rights of the Mortgagee with respect to any real property described herein.

Any moneys received by the Mortgagee pursuant to the exercise of remedies provided in this Mortgage shall be applied as provided in Section 3.5 hereof.

Section 3.4 Waiver of Appraisalment, Valuation, Redemption, and Marshalling of Assets. The Mortgagor does hereby waive the benefit of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force and agrees not to set up, claim or seek to take advantage of any such law in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property or any part thereof or interest therein, or the final and absolute putting into possession, immediately after such sale, of the purchaser or purchasers thereof. The Mortgagor also waives all rights of marshalling of assets in the event of any foreclosure or sale of the Mortgaged Property or any part thereof or any interest therein and agrees that any court having jurisdiction to foreclose the lien, pledge and security interest of this Mortgage or sell the Mortgaged Property may foreclose the lien, pledge and security interest of this Mortgage and sell the Mortgaged Property as an entirety, or in such parcels or portions as may be ordered by the court.

Section 3.5. Application of Proceeds. Any moneys, including, without limitation the proceeds of any sale, by foreclosure or otherwise, of the Mortgaged Property or any part thereof or any interest therein received by the Mortgagee, pursuant to the exercise of any remedies provided in this Mortgage or by law, in equity, or by statute shall, subject to any superior rights of senior lenders as described in Section 2.11, be applied as follows:

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- First: to the payment of all costs incurred in the collection thereof, including, without limitation, reasonable attorneys' fees and expenses, except as may have been limited by law or by judicial order or decision entered in any action for the collection thereof;
- Second: to the discharge of any lien which the Mortgagee may consider necessary or desirable to discharge;
- Third: to the repayment of any outstanding amount of the Agreed Value secured by this Mortgage owing to the Mortgagee; and
- Fourth: unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, any balance to or at the direction of the Mortgagor.

Section 3.6. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, as a matter of right and to the extent permitted by applicable law and without regard to the adequacy of the Mortgaged Property as security, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership is incidental to a proposed sale of the Mortgaged Property or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and covenants not to oppose any such appointment.

Section 3.7. Possession, Management and Income; Assignment. If an Event of Default shall have occurred and be continuing, the Mortgagee, to the extent permitted under the applicable law, *ex parte* and without notice may enter upon the Property and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove the Mortgagor and all other persons and any and all property therefrom and may hold, operate and manage the same and receive all revenues, income or profits accruing with respect thereto or any part thereof. The Mortgagee shall not have liability for any such taking of possession, entry, removal, holding, operation or management.

Section 3.8. Remedies Cumulative. If any Event of Default shall have occurred, the Mortgagee, in addition to each right, power and remedy of the Mortgagee provided in this Mortgage, may undertake appropriate judicial proceedings or may proceed with any other right or remedy existing at law or in equity or by statute or otherwise, independent of or in aid of the rights, powers and remedies conferred in this Mortgage, as the Mortgagee may deem best for the protection and enforcement of the Mortgagee's rights under this Mortgage. Each right, power and remedy of the Mortgagee provided for in this Mortgage now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

Section 3.9. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any

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applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under any applicable law.

Section 3.10. No Waiver by the Mortgagee. No failure by the Mortgagee to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 3.11. Discontinuance of Proceedings and Restoration of Status Quo. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by sale, foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

Section 3.12. No Liability. The Mortgagee shall not have any liability for any loss, damage, injury, cost or expense resulting from any act or omission to act by the Mortgagee, or any of its officers, directors, employees or agents, which has been taken or omitted in good faith.

(End of Article III)

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ARTICLE IV

AMENDMENTS, SETOFF, TAXATION

Section 4.1. Amendments, Changes and Modifications. Except as otherwise provided in this Mortgage, this Mortgage may not be amended, supplemented or terminated without the prior written consent of the Mortgagor and the Mortgagee. This Mortgage and the Development Agreement contain all of the representations, warranties and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, representations and warranties (whether oral or written) with respect to such matters are superseded.

Section 4.2. Waiver of Setoff. All sums payable by the Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Mortgagor hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (i) any damage to, or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof, or transfer in lieu thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Mortgagor or any action taken with respect to this Mortgage by any trustee or receiver of the Mortgagor, or by any court in such proceeding; (v) any claim which the Mortgagor has or might have against the Mortgagee; (vi) any default or failure on the part of the Mortgagee to perform or comply with any of the terms hereof or of any other agreements pertaining to the lien, pledge or security interest on the Mortgaged Property with the Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, the Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby.

Section 4.3. Brundage Clause. In the event of the passage or enactment of any law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the manner of collecting taxes so as to adversely affect the Mortgagee shall send written notice of such passage or enactment, to the Mortgagor, and the Mortgagor shall elect to either assume, in a manner reasonably satisfactory to the Mortgagee, the obligation to pay any taxes or other financial burdens imposed upon the Mortgagee or pay the indebtedness secured by the Mortgage in full, in which event the Mortgagee shall record a release of this Mortgage.

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Section 4.4. Notices. Any notice, request, consent, approval or demand (collectively, a “Notice”) given or made under this Mortgage shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; (b) by mailing of such Notice by certified mail, return receipt requested; or (c) by nationally recognized commercial overnight delivery of such Notice for next business day delivery. All Notices shall be delivered to the Notice Address for any party hereto. Notice 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.

(End of Article IV)

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ARTICLE V

TAXES, MECHANICS 'LIENS, INSURANCE, EMINENT DOMAIN, DEMOLITION

Section 5.1. Payment of Taxes and Other Governmental Charges. The Mortgagor shall pay or cause to be paid all taxes, assessments, whether general or special, and other governmental and/or utility charges and assessments.

Section 5.2. Mechanics 'and Other Liens. The Mortgagor shall take such steps as shall be necessary, or shall cause all necessary steps to be taken, so that no mechanics', materialmen's, suppliers', vendors 'or similar liens or rights thereto shall exist against the Mortgaged Property. The Mortgagor shall provide to the Mortgagee, upon request, reasonably satisfactory evidence of the payment and discharge of any such liens, charges and encumbrances.

Section 5.3. Insurance. The Mortgagor shall keep the Mortgaged Property continuously insured, or shall cause the Property to be kept continuously insured, insuring against casualty or loss in a commercially reasonable amount and manner so as to adequately preserve Mortgagee's interest in the Mortgaged Property. Any proceeds of property insurance providing such coverage shall be paid to Mortgagor, except to the extent necessary to repay the outstanding amount of the Agreed Value. Any proceeds of policies providing public liability insurance coverage shall be applied toward the extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Section 5.4. Eminent Domain. If title to or the temporary use of the Mortgaged Property, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor will promptly give written notice thereof to the Mortgagee describing the nature and extent of such taking. Any proceeds received from any award made in such eminent domain proceedings shall, if received prior to the release and discharge of this Mortgage, be first used to satisfy any sums due and owing under this Mortgage prior to the use of said funds for any other purpose.

(End of Article V)

ARTICLE VI

MISCELLANEOUS

Section 6.1. Additional Security. Without notice to or consent of the Mortgagor and without impairment of the lien and rights created by this Mortgage, the Mortgagee may accept from the Mortgagor or from any other persons additional security for the indebtedness secured by this Mortgage. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or first, to the security created by this Mortgage, in either case without affecting the lien hereof and the rights conferred hereunder.

Section 6.2. Release of Mortgaged Property and Easements. In addition to the partial release of this Mortgage as provided for in Section 2.8, above, at the request of the Mortgagor, the Mortgagee may, at any time and from time to time, consent to, join in or permit a release of any part of the Mortgaged Property or the granting of any easements, licenses, party wall rights and rights of lateral support with respect to the Property. None of the foregoing shall impair in any manner the validity, or except as specifically provided therein the priority, of this Mortgage.

Section 6.3. Release and Discharge. Upon satisfaction by Mortgagor of its Obligations under the Transaction Documents, Mortgagee will release the security of this Mortgage to the Mortgagor. The Mortgage shall be null and void and of no future force and effect. Mortgagor will pay any and all costs for recording such release. Upon the written request and at the expense of the Mortgagor, the Mortgagee will execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

Section 6.4. Inspection. The Mortgagee and its representatives are hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

Section 6.5. Expenses. The Mortgagor will, to the extent permitted by law, immediately upon demand pay or reimburse the Mortgagee for, or require that the Mortgagee be paid or reimbursed for, all reasonable attorneys' fees, costs and expenses incurred by the Mortgagee in any proceedings affecting or relating to this Mortgage, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Mortgagee shall, except as may be limited by law or judicial order or decision, be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage and shall bear interest at the Interest Rate for Advances.

Section 6.6. Books, Records and Accounts. The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with its operations relating to the Mortgaged Property. The Mortgagee and its designees shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the

Exhibit J

Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Mortgagee shall desire.

Section 6.7. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien and security interest thereof do not merge in fee simple title to Mortgagor's interest in the Mortgaged Property, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien and security interest thereof shall not merge in the fee simple title, so that this Mortgage may be foreclosed as if owned by a stranger to that title and interest.

Section 6.8. General Provisions. This Mortgage shall be deemed to be made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State and shall inure to the benefit of and be binding upon the Mortgagor, the Mortgagee and their respective permitted successors and assigns. If any term or provision of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected thereby. The captions or headings herein shall be solely for convenience.

Section 6.9. Counterparts; Governing Law. This Mortgage shall be governed by the laws of the State of Ohio. This Mortgage may be executed in one or more counterparts, each of which shall constitute an original.

(End of Article VI)

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage to be effective as of the date first written above.

WXZ CPV LLC

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ of _____, 20____ by _____, the _____ of WXZ CPV LLC, an Ohio limited liability company on behalf of the company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

This Instrument Prepared By:
Richard Morehouse, Esq.
Kohrman Jackson Krantz LLP
1375 East Ninth Street, 29th Floor
Cleveland, Ohio 44114
(216) 736-7292
ram@kjk.com

EXHIBIT A

PROPERTY

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

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

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

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

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

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

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012

EXHIBIT B

ADDITIONAL PERMITTED ENCUMBRANCES

EXHIBIT K

DEPICTION OF PERMITTED PARKING ZONE

See attached.

Exhibit K

Permitted Parking Zone

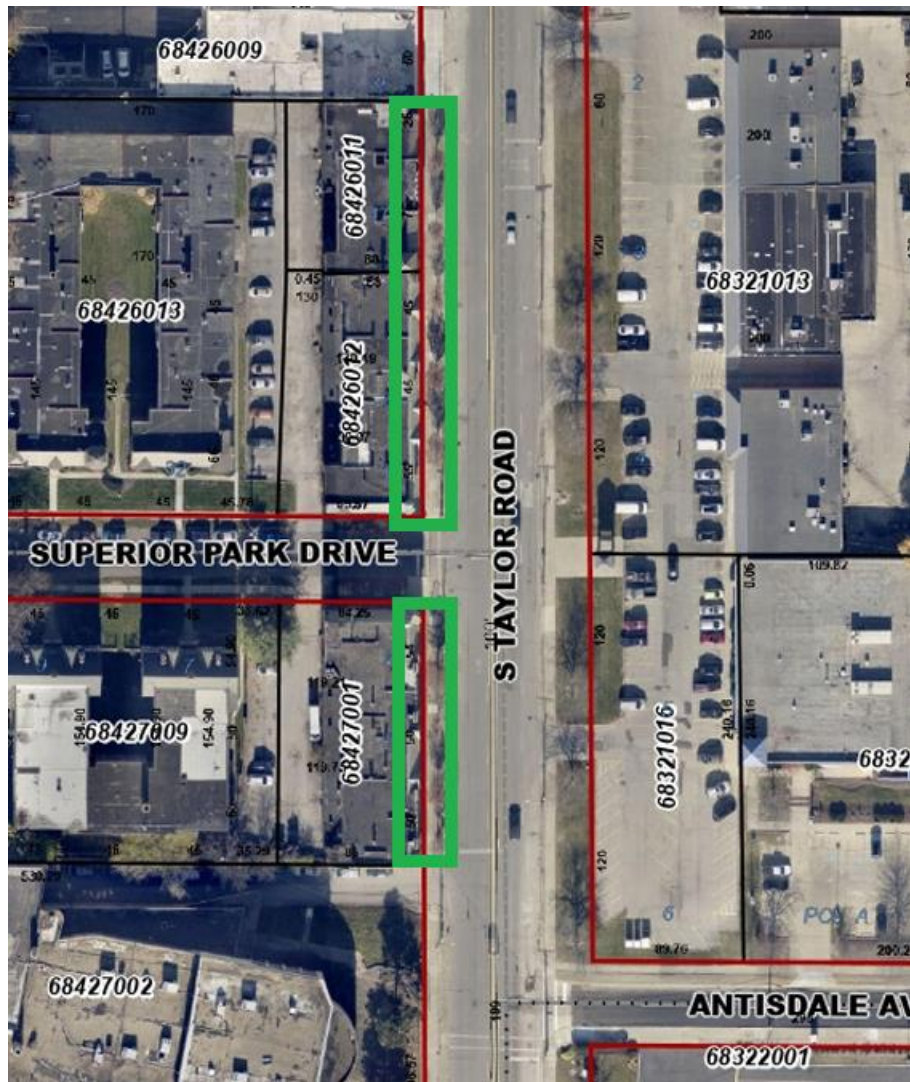


EXHIBIT L

COMPENSATION AGREEMENT

COMPENSATION AGREEMENT

This Compensation Agreement (this “Agreement”), is made and entered into on this ____ day of _____, 2024, by and between the CITY OF CLEVELAND HEIGHTS, OHIO (the “City”), a municipal corporation organized and existing under the laws of the State of Ohio, and the BOARD OF EDUCATION OF THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT (the “School District”), a city school district organized and existing under the laws of the State of Ohio and by WXZ CPV LLC, an Ohio limited liability company, its affiliates, successors and assigns (collectively, the “Developer”).

RECITALS:

- A. The Cleveland Heights Land Reutilization Corporation (“CHLRC”) and the Cleveland Heights Land Reutilization Program (“CHLRP”) are the current title owners of certain real property identified in the Cuyahoga County Records as Permanent Parcel Numbers 684-27-001, 684-26-011, and 684-26-012, and more commonly known as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118, as further described in Exhibit “A” attached hereto and incorporated herein by reference, together with all easements, privileges and rights appurtenant thereto (CHLRC owns Parcel 684-27-001 and CHLRP owns 684-26-011, and 684-26-012) (the “Property”).
- B. The City controls the Cleveland Heights Land Reutilization Corporation and the Cleveland Heights Land Reutilization Program.
- C. Developer and City entered into negotiations for the development of the Property pursuant to Res. No. 54-2022, passed by Council on May 2, 2022, and approved by the Mayor May 10, 2022.
- D. As of the Effective Date, the City and the Developer have also entered into a certain Real Estate Purchase Agreement, a copy of which is attached as Exhibit B to the Development Agreement, whereby the City will sell the Property to the Developer for the sum of \$1.00 (the “Purchase Agreement”), and said sale will close within fifteen (15) days of the satisfaction of standard contingencies and any special conditions to closing set forth in the Purchase Agreement, including, but not limited to, the City becoming the title owner to the Property prior to the closing of said sale.
- E. Following the purchase of the Property, the Developer intends to redevelop the Property into a mixed-use development, generally consistent with the drawings set forth as Exhibit C to the Development Agreement, and incorporated herein by reference (the “Development” or “Project Improvements”), including the following components of the Development, subject to reasonable future design refinements:
 - (i) Developer will construct eight (8) live/work units and approximately 11,302 GSF of commercial space on the first floors of the three buildings; two (2) two-

bedroom apartments, two (2) studio apartments, and forty (40) one-bedroom apartments on the second and third floors of the three buildings.

(ii) Developer will commence construction of the Development no later than May 1, 2024 and complete construction within three (3) years.

(iii) Developer will prepare all plans, drawings, surveys, etc. necessary for the Development and obtain all necessary approvals and permits to undertake the Development.

F. To facilitate the Development and the broader revitalization plan outlined in Developer's Cain Park Village Proposal, attached as Exhibit D to the Development Agreement, the City intends to provide certain assistance to the Developer to assist specifically with the Development, which consists of the following:

(i) The City will assist the Developer in requesting and applying for environmental remediation grants. Furthermore, if any grant Developer seeks to obtain requires a municipal lead applicant, the City will serve as the lead applicant for purposes of the grant application; and;

(ii) The City will use a portion of the Service Payments, as defined below, for public infrastructure improvements and economic development activities that benefit the Property.

(iii) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will install new street trees, planters, street lights, and street signs along portions of South Taylor Road and Superior Park Drive as outlined in the District Landscape, Lighting, and Wayfinding Plan attached as Exhibit E to the Development Agreement, which may be done using the City's portion of the Service Payments; and

(iv) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will implement the traffic-calming measures and alterations to the lanes and traffic patterns along South Taylor Road as outlined in Developer's Cain Park Village Proposal, attached as Exhibit D to the Development Agreement, and portions of the Taylor Road Corridor Study¹ published jointly by NOACA and the City of Cleveland Heights in February, 2021, which may be done using the City's portion of the Service Payments if other funds cannot be obtained from other sources by the City; and;

(v) To the extent financially and operationally feasible for the City, which shall be determined in the City's sole discretion, the City will reasonably cooperate with Developer and provide support to Developer's efforts to obtain assistance to

¹ To access the *Taylor Road Corridor Study*, visit: https://www.flipsnack.com/conesky/taylor-report_final_2021.html

support the Property and surrounding area beyond that described within this recital; and

- (vi) The City will provide such other assistance as set forth in this Agreement.
- G. Developer received approval from the City's Architectural Board of Review on August 2, 2022 (see Exhibit F to the Development Agreement) and the Developer received approval from the City's Planning Commission on August 10, 2022 (see Exhibit G to the Development Agreement).
- H. The City will adopt an Ordinance (the "TIF Ordinance"), wherein it will declare that the increase in value of the Property resulting from the Development (the "Improvements") shall be a public purpose, and 100% of the Improvement shall be exempt from real property taxation for 30 years pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Exemption").
- I. The TIF Ordinance requires the Developer and all future owners of the Property (each individually an "Owner" and collectively the "Owners") to make annual service payments in lieu of real property taxes equal to the amount of real property taxes that would have been payable had the Improvement not been exempt from real property taxation under the TIF Ordinance, together with any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code and other payments with respect to each Improvement that are received by the Cuyahoga County Fiscal Officer (the "County Fiscal Officer") in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (collectively, the "Service Payments").
- J. The TIF Ordinance also authorizes the Service Payments to be used to make certain payments to the School District pursuant to this Agreement.
- K. The TIF Ordinance also authorizes the Service Payments to be used by the City as part of its urban redevelopment activities, including but not limited to public infrastructure improvements and economic development activities made by the City that benefit the Property and to reimburse the Developer for any and all costs associated with the Development pursuant to Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code, as the same are more fully defined in the TIF Ordinance and this Agreement.
- L. The City has provided information to the School District with respect to the Development.
- M. The City and the School District will derive substantial and significant benefits from the Project Improvements.

- N. On [____], 2024, the Board of Education of the School District adopted a resolution (the "School District Resolution") approving this Agreement and the exemption of the Improvements under the TIF Ordinance (the "TIF Exemption") and waiving any other or further rights to notice of the TIF Exemption and, except as provided in this Agreement, compensation in respect of the TIF Exemption or the approval thereof.
- O. To facilitate the construction of the Improvements and to compensate the School District for a portion of the revenue that the School District would have received had the Improvements been made and the Improvements not been exempted from taxation, the City, Developer, and the School District have determined to enter into this Agreement on the terms hereinafter provided.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the City and Developer to proceed with the Development, the parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 2. City Payments to School District. Unless otherwise agreed to in writing by the City and the School District, with respect to Improvements within the Property, for each tax collection year following an Exemption Year for such Improvements, the City agrees to pay to the School District, from the Service Payments, if any, the payments determined under subsection (A) of this Section 2 (referred to herein as the "School Payments"):

(A) School Payments. The School Payments shall include the amounts calculated under the following clauses for each tax collection year following an Exemption Year:

- (1) Subject to the availability of Service Payments in the TIF Fund, the first twenty four percent (24%) of up to \$265,000.00 of Service Payments annually deposited shall be paid to the School District as compensation for a portion of the revenue it would have received if the increase in value to the Property as a result of the Development (the "Improvements") were not exempted from taxation. For purposes of illustration, if \$265,000 of Service Payments are deposited into the TIF Fund, the City shall pay the School District \$63,600 as provided in Section (B), and prior to any payments to the City and Developer in Section 10 of the Development Agreement.
- (2) Subject to the availability of Service Payments deposited in the TIF Fund in any year in excess of \$265,000, the payment to the School District of 100% of the Service Payments attributable to any new millage approved after the date of the Agreement.

- (3) Any Service Payments deposited in the TIF Fund in any year in excess of \$265,000.00, and after payment to the School District of taxes attributable to new millage in Section 2(A)(2) above, shall be split equally and paid one-half to the School District and one-half to the City.

(B) Timing of Payments. The City shall cause all School Payments for any Exemption Year to be paid on or before December 31 of the applicable tax collection year to the extent that Service Payments are received by the City from the Treasurer of Cuyahoga County, Ohio (the "Treasurer") and available for such School Payments. Such School Payments shall be made to the School District by (or on behalf of) the City solely from the Service Payments it receives from the Treasurer. For purposes of illustration, if the Improvements are exempt for tax year 2027, the School Payments shall be paid by the City to the School District on or before December 31, 2028.

(C) Income Tax Sharing. The City shall cause fifty percent (50%) of documented new income tax revenue of the City attributable to "new employees" (as defined in Section 5709.82, Revised Code) employed in the original construction of the Project Improvements to be paid to the School District as additional compensation for foregone real property tax revenues ("Income Tax Sharing Payment"). The City and the School District shall establish a mutually acceptable procedure for payment of the Income Tax Sharing Payment following execution of this Agreement.

(D) Termination of Agreement. After the Director of Finance has determined that (a) all of the payments and reimbursements described in the TIF Ordinance, including those then due and those coming due in the future, have been made or provided for, (b) all of the School Payments and Income Tax Sharing Payments then due under this Section 2 have been made or provided for, and (c) all payments out of the Service Payments to be made to the Developer and City under the Development Agreement have been made, then the exemption from taxation pursuant to the TIF Ordinance and the Service Payments shall end, and this Agreement shall terminate.

Section 3. Review of Records. The School District may from time to time, with reasonable advance notice, review the records of the City relating to the receipt of Service Payments and income tax revenue subject to the Income Tax Sharing Payments. The City and School District shall work together and communicate as to the calculation of the payments required under Section 2, including exchanging information as to the valuation of the Parcels and applicable effective tax rates for all School District levies. Further, the City shall, upon request of the School District in writing, notify the School District as to the receipt of Service Payments and the amount of the School Payments owed to the School District based upon the amount of Service Payments received.

Section 4. Reconciliation. The City and School District shall annually meet to review, calculate and reconcile payments to the School District, Developer and City.

Section 5. School District Consents and Waivers. In consideration of the compensation to be provided to it under this Agreement, the School District hereby:

(A) approves each TIF Exemption that may be granted under the TIF Ordinance as to all Parcels within the TIF Area for the number of years, commencing in the year or years specified, and for the percentage or percentages specified in the TIF Ordinance (collectively, the “TIF Exemptions”);

(B) waives any notice or other requirements set forth in Sections 5709.41, 5709.82, 5709.83 and 5715.27, Revised Code, with respect to the TIF Exemptions;

(C) waives any School District rights pursuant to Section 5715.27, Revised Code; and

(D) waives any defects or irregularities relating to the TIF Exemptions of the TIF Improvements, and agrees not to challenge, directly or indirectly, the validity of the TIF Exemption of any TIF Improvement.

Section 6. Application of Ohio Revised Code Section 5709.82. The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, that there will be no income tax sharing in connection with those exemptions, other than as described in Section 2(C) of this Agreement, and that the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82, Revised Code.

Section 7. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 8. Entire Agreement. This Agreement is executed pursuant to Sections 5709.41, 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code, and sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. It is understood by the parties hereto that if all or a portion of the Parcels are ever deemed to be exempt from real property taxes under any other section of the Revised Code, and if as a result, the City does not receive any Service Payments, the City's payment to the School District will terminate.

Section 9. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to City:	City of Cleveland Heights
	40 Severance Circle
	Cleveland Heights, OH 44118
	Attn: Mayor

Exhibit L

with a copy to: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Law Director

Roetzel & Andress, LPA
222 S. Main St.
Suite 400
Akron, OH 44308
Attn: Jason D. Dodson, Esq.

If to Developer: WXZ CPV LLC
22720 Fairview Center Drive, Ste.150
Fairview Park, OH 44126
Attn: Matthew Wymer

with a copy to: Kohrman Jackson & Krantz LLP
1375 E. Ninth St.
29th Floor
Cleveland, OH 44114
Attn: Rich A. Morehouse, Esq.

If to the School District: Board of Education of the
Cleveland Heights-University Heights
City School District
2155 Miramar Boulevard
University Heights, OH 44118
Attention: Scott Gainer, CFO/Treasurer

with a copy to: David Seed, Esq.
Brindza, McIntyre & Seed LLP
1111 Superior Avenue, Suite 620
Cleveland, OH 44114

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 10. Change in Development.

(A) The City shall notify the School District if the Project Improvements to be constructed change substantially after the date of this Agreement, and if requested by the City or the School District, those parties agree to meet to discuss the implications of any such change.

(B) The City shall request the School District to reaffirm, amend or enter into a new Compensation Agreement in the event of (i) a deviation by from the Project Improvements as contemplated and set forth in the Development Agreement in any

material fashion, (ii) the replacement or substitution of Developer (other than a related entity), or (iii) the failure to approve the TIF Ordinance for the herein described Improvements on or prior to December 31, 2024. The purpose of this provision is to protect the intent of the parties in that the School District's approval of the TIF Exemption and this Agreement is based on the current description of the Project Improvements on the Property, including the intended developer and timing of those Project Improvements, as presented to the School District.

Section 11. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 13. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the City and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the City and of each such officer, employee or body having authority to perform that duty, specifically enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 14. No Other Real Property Tax Exemptions. The City shall not authorize a real property tax exemption for the Property identified in Exhibit A other than the TIF Exemption, including as provided in Ohio law under Sections 3735.65 to 3735.70, 5709.40 and 5709.62, Revised Code, without the prior consent of the School District.

[Balance of page intentionally left blank]

Exhibit L

CITY OF CLEVELAND HEIGHTS, OHIO

BOARD OF EDUCATION OF THE
CLEVELAND HEIGHTS-UNIVERSITY
HEIGHTS CITY SCHOOL DISTRICT

By: _____
Kahlil Seren, Mayor

By: _____
Jodi Sourini, President

By: _____
Elizabeth Kirby, Superintendent

By: _____
Scott Gainer, Treasurer

Approved as to Form and Correctness:

WXZ CPV LLC

By: _____
William Hanna, City Law Director

By: _____
Matthew Wymer, Managing Member

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Cleveland Heights under the foregoing Agreement, certifies hereby that any moneys required to meet the obligations of the City during the year 2024 under the foregoing Agreement have been appropriated lawfully for that purpose, 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.

Dated: _____, 2024

Director of Finance
City of Cleveland Heights, Ohio

DRAFT

FISCAL OFFICER'S CERTIFICATE

The undersigned, CFO/Treasurer of the Cleveland Heights-University Heights City School District under the foregoing Agreement, certifies hereby that the moneys required to meet any obligations of the School District during the year 2024 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the District 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.

Dated: _____, 2024

Treasurer, Board of Education,
Cleveland Heights-University Heights
City School District, Ohio

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

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

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

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

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

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

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012

EXHIBIT M

CERTIFIED STATEMENT

WXZ CPV LLC (the “Developer”) hereby certifies that the Development, as such term is defined in the Development and Tax Increment Financing Agreement (“Development Agreement”) entered into by and between the Developer and the City of Cleveland Heights, Ohio dated as of [____], 2024 has been completed at 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118 (the “Property”) in compliance with terms of the Development Agreement.

Note: Capitalized terms used but not defined in this Certified Statement have the meaning assigned to them in the Development Agreement to which this Certified Statement is attached and of which it forms a part.

THE DEVELOPER HEREBY CERTIFIES:

1. As of _____, the Developer has completed the Development in accordance with the terms of the Development Agreement. Such date is hereby established as the completion date for the Development under the Development Agreement.
2. The Development has been completed in all material respects in accordance with Exhibit C to the Development Agreement.
3. The Developer has complied, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Development.
4. The Developer holds fee ownership in the Property on which the Development was completed.
5. Attached hereto as Schedule 1 is an itemization of the Costs of the Development, which are supported by the further documentation and evidence provided with this Certificate.

[Balance of Page Intentionally Left Blank]

NOTICE: DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

WXZ CPV LLC

By: _____

Name: _____

Title: _____

Proposed: 02/20/2024

RESOLUTION NO. 022-2024(CRR),
First Reading

By President Cuda, Vice President
Russell, Councilmember Mattox,
Councilmember Boyd, Councilmember
Cobb, Councilmember Larson, and
Councilmember Petras

A Resolution recognizing March 2024 as *Red Cross Month* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in 1943 Franklin D. Roosevelt proclaimed the first *Red Cross Month* to recognize the tireless and brave efforts of the Red Cross volunteers who assisted our armed forces and their families during World War II; and

WHEREAS, today nearly two thousand Red Cross volunteers and staff members serve the greater Cleveland community by tending to victims of floods and other local disasters, helping families communicate quickly with military personnel when emergencies occur, and serving as instructors in first aid and safety education; and

WHEREAS, this Council wishes to join with other communities in the Cuyahoga County area in proclaiming March 2024 as *Red Cross Month*.

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

SECTION 1. The month of March 2024 is hereby designated as *Red Cross Month* in the City of Cleveland Heights in recognition of the contributions of Red Cross staff and volunteers in assisting members of the greater Cleveland community in times of emergencies and natural disasters, as well as providing everyday services.

SECTION 2. 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.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure immediately 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 *Red Cross Month* in a timely fashion. 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.

RESOLUTION NO. 022-2024(CRR)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 02/20/2024

RESOLUTION NO. 023-2024(CRR),
First Reading

By Mayor Seren

A Resolution recognizing March 2024 as *Women's History Month* and March 8, 2024 as *International Women's Day*; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, the citizens of Cleveland Heights take great pride in the City's diversity and harmonious relationships that exist among and within the City's many diverse groups; and

WHEREAS, in 1987 *Women's History Month* was established as a way to celebrate women across the nation, including their efforts to make the country and world a better place for women of all ages and races; and

WHEREAS, *International Women's Day* serves a number of important missions aimed at raising greater awareness about issues impacting women's equality, taking a stance to call out inequality while working to forge positive action, highlighting and applauding where important gains are being made, and celebrating women's achievements and accomplishments; and

WHEREAS, women have played and continue to play a critical political, economic, cultural, and social role in our nation and constitute a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women were integral in the establishment of early charitable, philanthropic, and cultural institutions in our nation; and

WHEREAS, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, despite these contributions, the role of women in American history has been historically overlooked and undervalued; and

WHEREAS, the month of March is recognized as *Women's History Month* by communities throughout the United States, and *International Women's Day* is celebrated globally, in order to honor and celebrate the struggles and achievements of women throughout history.

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

RESOLUTION NO. 023-2024(CRR)

SECTION 1. The month of March 2024 is hereby designated *Women's History Month* and March 8, 2024 as *International Women's Day* in the City of Cleveland Heights in recognition of the struggles and achievements of women in this community and our country. The City hereby reaffirms its commitment to preserve Cleveland Heights as a truly inclusive community and to continue the tradition of appreciation and honor of the women who came before us and fought for equality among all races and genders.

SECTION 2. 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.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure immediately necessary for the preservation of the public peace, health or safety of the City, such emergency being the need to recognize National Women's History Month in a timely fashion. 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.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor