June 17, 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)**

6) **Communications from the Mayor**

7) **City Administrator's Report**

8) **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. Council President reserves the right to reduce 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

ORDINANCE NO. 097-2024(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

RESOLUTION NO. 098-2024(CRR): ***First Reading.*** A Resolution proclaiming July 2024 to be *National Parks and Recreation Month* in the City of Cleveland Heights; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

b. First Readings Only

ORDINANCE NO. 100-2024(PD): ***First Reading.*** An Ordinance authorizing the Mayor to execute an agreement for the sale of certain City-owned real property located on Edgehill Road, Permanent Parcel No.685-03-001; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 101-2024(PD): ***First Reading.*** An Ordinance authorizing the Mayor to execute an agreement with Cedar-Grandview Company for a commercial development loan in the sum of Three Hundred Forty Thousand Dollars ($340,000.00), to be secured by a mortgage on real property located at 12426-12438 Cedar Road, Permanent Parcel No. 685-26-004; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 107-2024(PD): ***First Reading.*** An Ordinance authorizing the Mayor to execute an agreement for the purchase of certain real property located at 2172 Grandview Avenue, Permanent Parcel No. 685-26-083 and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 102-2024(AS): *First Reading.* An Ordinance amending Section 140.02, “Members,” of Chapter 140, “Cleveland Heights Climate and Environmental Sustainability Committee,” of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Larson

ORDINANCE NO. 103-2024(AS): *First Reading.* An Ordinance amending Section 150.02, “Members,” of Chapter 150, “Transportation and Mobility Committee,” of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Larson

RESOLUTION NO. 104-2024(PD): *First Reading.* A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of street lighting within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 105-2024(PD): *First Reading.* A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 106-2024(COTW): *First Reading.* A Resolution allocating Seven Thousand Five Hundred Dollars ($7,500.00) to Future Heights by City Council to serve as a co-sponsor of the 2024 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

RESOLUTION NO. 108-2024(PD): *First Reading.* A Resolution authorizing the Mayor to enter into an agreement with Protect-A-Cote, Inc, to make the public improvement of the Compton Road Pocket Park Pathway through the use of ARPA Funds; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 109-2024(COTW): *First Reading.* A Resolution authorizing the Mayor to enter into agreements with various nonprofit entities for the purpose of awarding ARPA Funds in accordance with Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

c. Second Readings

RESOLUTION NO. 096-2024(F): *Second Reading.* A Resolution approving the adoption of the 2025 Tax Budget; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

d. Fourth Reading

ORDINANCE NO. 077-2024(CRR): *Fourth Reading As Amended.* An Ordinance approving the application filed by the Mayor and authorizing the establishment of a Designated Outdoor Refreshment Area ("DORA").

Introduced by Councilmember Mattox
Move for Adoption

13) Committee Reports

14) Old Business

15) New Business

16) Council Member Comments

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

17) Council President's Report

18) Adjournment

NEXT REGULAR MEETING OF COUNCIL: AUGUST 5, 2024

Date: 06/12/2024

To: Law and Council

From: Tara Schuster, Acting Finance Director

Subject: 2024 Appropriation Increase

Purpose Statement:
To increase the 2024 Budget Ordinance by $2,760,506.00. Please see attached Memo and Spreadsheet for additional details on the budget increase.

Is this legislation recurring: Yes: _X*____ No: ________
*Budget adjustments in general are recurring

Is emergency language necessary: Yes: _X_____ No: ________

If yes, why?

ARPA Non-Profit Organization Grants need budget transfer to cover the cost.
City Approved and receiving an OWDA Loan for the Monmouth Lee Sewer project and this increase will allow the City to meet the loan requirements of tracking expenses and revenue separately.

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 the 1st 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 $2,760,506.00 budget adjustment; $2,758,506 will be paid with funds the City received in ARPA funds or loan. The $2,000 will be paid for with unencumbered funds balance from Fund 101.

City of Cleveland Heights

Memo

To: Mayor Kahlil Seren

From: Tara Schuster, Acting Finance Director

Date: 06/13/2024

Re: June 17, 2024 Budget Adjustment

For the June 17, 2024 Council Meeting, I am requesting a total budget increase of $2,706,506.00 to the 2024 budget. Here is a summary of the budget adjustments:

- Fund 01 – General Fund as a total budget increase of $2,000
  - Council is requesting to increase their budget to cover the cost of the additional printing cost of the CRC
- Fund 241 – Local Fiscal Recovery Fund has a total budget request of $0.
  - In the 2024 budget, Council approved spending ARPA money for the Non-Profit Organization Grants. This budget adjustment is just reallocating the $3,415,309.00 of ARPA money from one ARPA Account to another ARPA account.
  - Council approved ARPA funds of $500,000 to use on the update of Parks Pathways and Signage, if Council approves the Compton Greenway Project of $251,125.00 to use ARPA Funds then this budget adjustment is just reallocating the $251,125.00 from one 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 602 – Sewerage Disposal Fund
  - The City received and approved a OWDA Loan for the Monmouth Lee Sewer Project and this budget increase is to meet the finance loan requirements of tracking these expenses and revenues separately.

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 #097-2024
Cash Supplement and Inter-Departmental Transfers

Fund #	Fund Description	2024 Budget Adjustment	Fund	Department	Department	Account	Description	Ordinance Description	2024 Budget Adjustment	Budget Adjustment Notes
101	Gernal Fund	$ 2,000.00	101	1101	1101 - Council	2081	Copy Cost	O.T.P.S	2,000.00	Additional printing cost from the CRC
	Budget Adjustment Total	$ 2,000.00					Budget Adjustment Total	Budget Adjustment Total	$ 2,000.00	
241	Local Fiscal Rocvery	$ -	241	2108	2108 - General Operations	2563	O/S Labor-Contract	O.T.P.S	(3,666,434.00)	Transfer budgeted funds to the correct line item
			241	5110	5110 - ARPA Non-Profit	2770	ARPA Non-Profit Grant	O.T.P.S	3,415,309.00	Transfer budgeted funds to cover the cost of the Non-Profit Grants
			241	8301	8301 - Park Maintenance	3003	Capital Improvement	Capital	251,125.00	Transfer Funds for the Compton Greenway Project
	Budget Adjustment Total	$ -					Budget Adjustment Total	Budget Adjustment Total	$ -	
602	Sewerage Disposal	$ 2,758,505.50	602	6265	6265 - Sewer Maintenance Loan	3003	Cap Improvement	Capital	2,296,895.90	Budget adjustment for tracking the OWDA Loan forgiveness for the Monmouth Lee Sewer Project
			602	6265	6265 - Sewer Maintenance Loan	3072	O/S Engineer	Capital	461,609.60	
		$ 2,758,505.50					Total	Total	$ 2,758,505.50	
	Grand Total Budget Adjustment	$ 2,760,505.50					Grand Total Budget Adjustment	Grand Total Budget Adjustment	$ 2,760,505.50	

ORDINANCE NO. 097-2024(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 Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved: _______________________

____
KAHLIL SEREN
Mayor

ORDINANCE NO. 097-2024
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	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
That there be appropriated from the GENERAL FUND, FUND NO. 101					
1101- City Council					
	Personal Services	$ 177,941.00	$ 177,941.00	**$ 2,000.00**	**$ 179,941.00**
	O.T.P.S	$ 74,445.00	$ 74,445.00		$ 74,445.00
	Total - 1101 City Council	$ 252,386.00	$ 252,386.00		$ 254,386.00
2101 - Mayor's Office					
	Personal Services	$ 937,052.00	$ 937,052.00		$ 937,052.00
	O.T.P.S	$ 119,950.00	$ 119,950.00		$ 119,950.00
	Total - 2101 Mayor's Office	$ 1,057,002.00	$ 1,057,002.00		$ 1,057,002.00
2106- Civil Service					
	Personal Services	$ 3,659.00	$ 3,659.00		$ 3,659.00
	O.T.P.S	$ 30,000.00	$ 30,000.00		$ 30,000.00
	Total - 2106 Civil Service	$ 33,659.00	$ 33,659.00		$ 33,659.00
2107 - Landmark Commission					
	O.T.P.S	$ 19,850.00	$ 19,850.00		$ 19,850.00
	Total - 2107 Landmark Commission	$ 19,850.00	$ 19,850.00		$ 19,850.00
2108- General Operations					
	Personal Services	$ 716,000.00	$ 716,000.00		$ 716,000.00
	O.T.P.S	$ 1,708,800.00	$ 1,708,800.00		$ 1,708,800.00
	Total - 2108 General Operations	$ 2,424,800.00	$ 2,424,800.00		$ 2,424,800.00
2201 - M.I.S.					
	Personal Services	$ 451,446.00	$ 451,446.00		$ 451,446.00
	O.T.P.S	$ 282,800.00	$ 282,800.00		$ 282,800.00
	Capital	$ 79,000.00	$ 79,000.00		$ 79,000.00
	Total - 2201 MIS	$ 813,246.00	$ 813,246.00		$ 813,246.00
2501- Community Relations					
	Personal Services	$ 594,552.00	$ 594,552.00		$ 594,552.00
	O.T.P.S	$ 211,210.00	$ 211,210.00		$ 211,210.00
	Total - 2501 Community Relations	$ 805,762.00	$ 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		$ 693,376.00
	O.T.P.S	$ 239,610.00	$ 239,610.00		$ 239,610.00
	Other Financing Uses	$ -	$ -		$ -
	Total - 3101 Finance	$ 932,986.00	$ 932,986.00		$ 932,986.00
3103 - County Auditors Deductions					
	O.T.P.S	$ 300,000.00	$ 300,000.00		$ 300,000.00
	Total - 3103 County Auditors Deductions	$ 300,000.00	$ 300,000.00		$ 300,000.00
310Z - Operating Transfers					
	Other Financing Uses	$ 575,000.00	$ 575,000.00		$ 575,000.00
	Total - 310Z Operating Transfers	$ 575,000.00	$ 575,000.00		$ 575,000.00
3201 - Income Tax					
	O.T.P.S	$ 1,162,750.00	$ 1,162,750.00		$ 1,162,750.00
	Total - 3201 Income Tax	$ 1,162,750.00	$ 1,162,750.00		$ 1,162,750.00
3301 - Human Resources					
	Personal Services	$ 224,461.00	$ 224,461.00		$ 224,461.00
	O.T.P.S	$ 300,850.00	$ 300,850.00		$ 300,850.00
	Total - 4101 Law	$ 525,311.00	$ 525,311.00		$ 525,311.00
4101 - Law					
	Personal Services	$ 1,080,770.00	$ 1,080,770.00		$ 1,080,770.00
	O.T.P.S	$ 475,050.00	$ 475,050.00		$ 475,050.00
	Total - 4101 Law	$ 1,555,820.00	$ 1,555,820.00		$ 1,555,820.00
5101 - Planning					
	Personal Services	$ 2,529,981.00	$ 2,529,981.00		$ 2,529,981.00
	O.T.P.S	$ 319,050.00	$ 319,050.00		$ 319,050.00
	Total - 5101 Planning	$ 2,849,031.00	$ 2,849,031.00		$ 2,849,031.00
5102- Planning Commission					

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Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
	Personal Services	$ 8,226.00	$ 8,226.00		$ 8,226.00
	Capital	$ -	$ -		$ -
	Total - 5101 Planning Commission	$ 8,226.00	$ 8,226.00		$ 8,226.00
5103 - Board of Zoning Appeals					
	Personal Services	$ 5,967.00	$ 5,967.00		$ 5,967.00
	Capital	$ -	$ -		$ -
	Total - 5103 Bd. Of Zoning Appeals	$ 5,967.00	$ 5,967.00		$ 5,967.00
5104 - Special Improvement District					
	O.T.P.S	$ 264,970.00	$ 264,970.00		$ 264,970.00
	Total - 5104 SID	$ 264,970.00	$ 264,970.00		$ 264,970.00
5106 - Architect Bd of Review					
	Personal Services	$ 5,985.00	$ 5,985.00		$ 5,985.00
	Capital	$ -	$ -		$ -
	Total - 5106 Arch Bd. Of Review	$ 5,985.00	$ 5,985.00		$ 5,985.00
5602 - SBA Grants					
	O.T.P.S	$ 164,750.00	$ 164,750.00		$ 164,750.00
	Total - 5602 SBA Grants	$ 164,750.00	$ 164,750.00		$ 164,750.00
6201 - Service Administration					
	Personal Services	$ 430,208.00	$ 430,208.00		$ 430,208.00
	O.T.P.S	$ 7,740.00	$ 7,740.00		$ 7,740.00
	Capital	$ -	$ -		$ -
	Total - 6201 Service Admin	$ 437,948.00	$ 437,948.00		$ 437,948.00
6202 Capital Projects Admin					
	O.T.P.S	$ 45,000.00	$ 45,000.00		$ 45,000.00
	Total - 6202 Cap Proj Admin	$ 45,000.00	$ 45,000.00		$ 45,000.00
6207 - Vehicle Maintenance					
	Personal Services	$ 1,294,215.00	$ 1,294,215.00		$ 1,294,215.00
	O.T.P.S	$ 1,502,660.00	$ 1,502,660.00		$ 1,502,660.00
	Capital	$ 20,240.00	$ 20,240.00		$ 20,240.00
	Total - 6207 Vehicle Maintenance	$ 2,817,115.00	$ 2,817,115.00		$ 2,817,115.00
6208 - Sewer Maintenance					
	Personal Services	$ 1,892,444.00	$ 1,892,444.00		$ 1,892,444.00
	O.T.P.S	$ 394,200.00	$ 394,200.00		$ 394,200.00
	Capital	$ 45,000.00	$ 45,000.00		$ 45,000.00
	Total - 6208 Sewer Maintenance	$ 2,331,644.00	$ 2,331,644.00		$ 2,331,644.00
6211 - Traffic Signs & Signals					
	Personal Services	$ 98,378.00	$ 98,378.00		$ 98,378.00
	O.T.P.S	$ 182,315.00	$ 182,315.00		$ 182,315.00
	Total - 6211 Traffics Signs Signals	$ 280,693.00	$ 280,693.00		$ 280,693.00
7201 - Police Administration					
	Personal Services	$ 12,887,328.00	$ 12,887,328.00		$ 12,887,328.00
	O.T.P.S	$ 812,760.00	$ 812,760.00		$ 812,760.00
	Capital	$ -	$ -		$ -
	Other Financing Uses	$ -	$ -		$ -
	Total - 3101 Finance	$ 13,700,088.00	$ 13,700,088.00		$ 13,700,088.00
7202 - Police Academy					
	Personal Services	$ 120,784.00	$ 120,784.00		$ 120,784.00
	O.T.P.S	$ 68,200.00	$ 68,200.00		$ 68,200.00
	Total - 7202 Police Academy	$ 188,984.00	$ 188,984.00		$ 188,984.00
7301 - Fire Administration					
	Personal Services	$ 10,709,620.00	$ 10,709,620.00		$ 10,709,620.00
	O.T.P.S	$ 367,191.00	$ 367,191.00		$ 367,191.00
	Other Financing Uses	$ -	$ -		$ -
	Total - 7301 Fire Admin	$ 11,076,811.00	$ 11,076,811.00		$ 11,076,811.00
7302 - Joint Dispatch					
	O.T.P.S	$ 1,291,500.00	$ 1,291,500.00		$ 1,291,500.00
	Total - 7302 Joint Dispatch	$ 1,291,500.00	$ 1,291,500.00		$ 1,291,500.00
7303 - Fire Prevention					
	Personal Services	$ 149,522.00	$ 149,522.00		$ 149,522.00
	O.T.P.S	$ 8,850.00	$ 8,850.00		$ 8,850.00
	Capital	$ -	$ -		$ -
	Total - 7303 Fire Prevention	$ 158,372.00	$ 158,372.00		$ 158,372.00

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Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
7401 - Building Services					
	Personal Services	$ 7,007.00	$ 7,007.00		$ 7,007.00
	O.T.P.S	$ 1,034,300.00	$ 1,034,300.00		$ 1,034,300.00
	Non-Government	$ 5,000.00	$ 5,000.00		$ 5,000.00
	Total - 7401 Building Services	$ 1,046,307.00	$ 1,046,307.00		$ 1,046,307.00
7402 - Housing Inspections					
	Personal Services	$ 3,800.00	$ 3,800.00		$ 3,800.00
	O.T.P.S	$ 133,000.00	$ 133,000.00		$ 133,000.00
	Non-Governmental	$ 5,000.00	$ 5,000.00		$ 5,000.00
	Total - 7402 Housing Inspections	$ 141,800.00	$ 141,800.00		$ 141,800.00
8101 - Community Services Admin					
	O.T.P.S	$ 7,480.00	$ 7,480.00		$ 7,480.00
	Total - 8101 Comm Serv Admin	$ 7,480.00	$ 7,480.00		$ 7,480.00
8201 - Public Prop/Park Maint					
	Personal Services	$ 1,686,482.00	$ 1,686,482.00		$ 1,686,482.00
	O.T.P.S	$ 1,342,545.00	$ 1,342,545.00		$ 1,342,545.00
	Total - 8201 Public Prop Maint	$ 3,029,027.00	$ 3,029,027.00		$ 3,029,027.00
8401 - Parks & Rec Admin					
	Personal Services	$ 706,761.00	$ 706,761.00		$ 706,761.00
	O.T.P.S	$ 41,000.00	$ 41,000.00		$ 41,000.00
	Total - 8401 Parks & Rec Admin	$ 747,761.00	$ 747,761.00		$ 747,761.00
8402 - General Playgrouds					
	O.T.P.S	$ 20,700.00	$ 20,700.00		$ 20,700.00
	Total - 8402 General Playground	$ 20,700.00	$ 20,700.00		$ 20,700.00
8403 - Swimming Pools					
	Personal Services	$ 313,164.00	$ 313,164.00		$ 313,164.00
	O.T.P.S	$ 233,500.00	$ 233,500.00		$ 233,500.00
	Total - 8403 Swimming Pools	$ 546,664.00	$ 546,664.00		$ 546,664.00
8405 - Ice Programs					
	Personal Services	$ 278,430.00	$ 278,430.00		$ 278,430.00
	O.T.P.S	$ 36,450.00	$ 36,450.00		$ 36,450.00
	Total - 8405 Ice Programs	$ 314,880.00	$ 314,880.00		$ 314,880.00
8406 - General Recreation Prog					
	Personal Services	$ 167,855.00	$ 167,855.00		$ 167,855.00
	O.T.P.S	$ 63,000.00	$ 63,000.00		$ 63,000.00
	Total - 8406 General Rec Prog	$ 230,855.00	$ 230,855.00		$ 230,855.00
8409 - Sports Programs					
	Personal Services	$ 115,450.00	$ 115,450.00		$ 115,450.00
	O.T.P.S	$ 72,350.00	$ 72,350.00		$ 72,350.00
	Total - 8409 Sports Programs	$ 187,800.00	$ 187,800.00		$ 187,800.00
8411 - Comm Center Admin					
	Personal Services	$ 795,349.00	$ 795,349.00		$ 795,349.00
	O.T.P.S	$ 440,500.00	$ 440,500.00		$ 440,500.00
	Other Financing Uses	$ 1,400.00	$ 1,400.00		$ 1,400.00
	Total - 8411 Comm Center Admin	$ 1,237,249.00	$ 1,237,249.00		$ 1,237,249.00
8501 - Office on Aging Admin					
	Personal Services	$ 228,852.00	$ 228,852.00		$ 228,852.00
	O.T.P.S	$ 15,860.00	$ 15,860.00		$ 15,860.00
	Total - 8501 Office on Aging	$ 244,712.00	$ 244,712.00		$ 244,712.00
8601 - Public Health Admin					
	O.T.P.S	$ 305,950.00	$ 305,950.00		$ 305,950.00
	Total - 8601 Public Health Admin	$ 305,950.00	$ 305,950.00		$ 305,950.00
8701 - Animal Protection					
	O.T.P.S	$ 28,500.00	$ 28,500.00		$ 28,500.00
	Total - 8701 Animal Protection	$ 28,500.00	$ 28,500.00		$ 28,500.00
9101 - Municipal Court					
	Personal Services	$ 1,599,148.00	$ 1,599,148.00		$ 1,599,148.00
	O.T.P.S	$ 168,700.00	$ 168,700.00		$ 168,700.00
	Total - 9101 Municipal Court	$ 1,767,848.00	$ 1,767,848.00		$ 1,767,848.00
Total Fund 101 - General Fund Budget		**$ 55,943,189.00**	**$ 55,943,189.00**	**$ 2,000.00**	**$ 55,945,189.00**

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Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
That there be appropriated from the SCM&R FUND, FUND NO. 201					
6201 - Service Administration					
	Personal Services	$ 38,182.00	$ 38,182.00		$ 38,182.00
	Total - 6201 Service Admin	$ 38,182.00	$ 38,182.00		$ 38,182.00
6208 - Sewer Maintenance			$ -		$ -
	Personal Services	$ 106,423.00	$ 106,423.00		$ 106,423.00
	Total - 6208 Sewer Maintenance	$ 106,423.00	$ 106,423.00		$ 106,423.00
6213 - Monticello Blvd			$ -		$ -
	O.T.P.S	$ 37,802.00	$ 37,802.00		$ 37,802.00
	Total - 6211 Traffics Signs Signals	$ 37,802.00	$ 37,802.00		$ 37,802.00
6215 - Road Repaving			$ -		$ -
	O.T.P.S	$ 20,480.00	$ 20,480.00		$ 20,480.00
	Total - 6215 Road Repaving	$ 20,480.00	$ 20,480.00		$ 20,480.00
6220 - Taylor Road			$ -		$ -
	O.T.P.S	$ 63,799.00	$ 63,799.00		$ 63,799.00
	Total - 6220 Taylor Road	$ 63,799.00	$ 63,799.00		$ 63,799.00
6236 - Annual Street Surface			$ -		$ -
	Capital	$ 4,500,000.00	$ 4,500,000.00		$ 4,500,000.00
	Total - 6236 Street Surface	$ 4,500,000.00	$ 4,500,000.00		$ 4,500,000.00
6312 - Meadowbrook Blvd. Rehab			$ -		$ -
	O.T.P.S	$ 118,922.00	$ 118,922.00		$ 118,922.00
	Total - 6220 Taylor Road	$ 118,922.00	$ 118,922.00		$ 118,922.00
Total Fund 201 - SCM&R Budget		**$ 4,885,608.00**	**$ 4,885,608.00**		**$ 4,885,608.00**
That there be appropriated from the PUBLIC BLDG. MAINT, FUND NO. 205					
8201 - Public Building Maintenance			$ -		$ -
	O.T.P.S	$ 200,000.00	$ 200,000.00		$ 200,000.00
	Total - 7205 Law Enforcement	$ 200,000.00	$ 200,000.00		$ 200,000.00
Total Fund 205 - Public Bldg. Maintenenace		**$ 200,000.00**	**$ 200,000.00**		**$ 200,000.00**
That there be appropriated from the LAW ENFORCEMENT FUND, FUND NO. 206					
7201 - Police Admin					
	Capital	$ -	**$ 50,000.00**		**$ 50,000.00**
	Total - 7201 Police Admin	$ -	**$ 50,000.00**		**$ 50,000.00**
7205 - Law Enforcement			$ -		$ -
	O.T.P.S	$ 78,400.00	**$ 178,400.00**		**$ 178,400.00**
	Total - 7205 Law Enforcement	$ 78,400.00	$ 178,400.00		$ 178,400.00
7210 - Law Enforcement Grants					
	Personnel Services	$ 156,787.00	$ 156,787.00		$ 156,787.00
	Total - 7205 Law Enforcement	$ 156,787.00	$ 156,787.00		$ 156,787.00
Total Fund 206 - Law Enforcement Budget		**$ 235,187.00**	**$ 385,187.00**		**$ 385,187.00**
That there be appropriated from the DRUG LAW ENFORCEMENT FUND, FUND NO. 207					
7206 - Drug Law Enforcement					
	Personal Services	$ 62,123.00	$ 62,123.00		$ 62,123.00
	O.T.P.S	$ 142,750.00	$ 142,750.00		$ 142,750.00
	Capital	$ 50,000.00	**$ 84,982.00**		$ 84,982.00
	Total - 7206 Drug Law Enforcement	$ 254,873.00	$ 289,855.00		$ 289,855.00
Total Fund 207 - Drug Law Enforcement Budget		**$ 254,873.00**	**$ 289,855.00**		**$ 289,855.00**
That there be appropriated from the C.D.B.G RESOURCES FUND, FUND NO. 208					
5201 - CDBG Financial Admin					
	Personal Services	$ 5,739.00	$ 5,739.00		$ 5,739.00
	Total - 5201 CDBG Financial Admin	$ 5,739.00	$ 5,739.00		$ 5,739.00

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Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget AdjustmentORD #097-2024	Budget Amended
5203 - CDBG Admin Contracts					
	O.T.P.S	$ 270,350.00	$ 270,350.00		$ 270,350.00
	Capital	$ 60,000.00	$ 60,000.00		$ 60,000.00
	Total - 5203 CDBG Admin Contracts	$ 330,350.00	$ 330,350.00		$ 330,350.00
5211 - CDBG Comm. Area Improve.					
	Capital	$ 10,121.00	$ 10,121.00		$ 10,121.00
	Total - 5211 Comm. Area Improve.	$ 10,121.00	$ 10,121.00		$ 10,121.00
5220 - CDBG Office on Aging					
	Personal Services	$ 40,384.00	$ 40,384.00		$ 40,384.00
	Total - 5201 CDBG Admin	$ 40,384.00	$ 40,384.00		$ 40,384.00
5222 - Economic Development					
	Personal Services	$ 61,813.00	$ 61,813.00		$ 61,813.00
	O.T.P.S	$ 946,287.00	$ 946,287.00		$ 946,287.00
	Capital	$ -	$ -		$ -
	Total - 5222 Economic Development	$ 1,008,100.00	$ 1,008,100.00		$ 1,008,100.00
5224- - CDBG Admin					
	Personal Services	$ 194,281.00	$ 194,281.00		$ 194,281.00
	O.T.P.S	$ 89,000.00	$ 89,000.00		$ 89,000.00
	Capital	$ -	$ -		$ -
	Total - 5224 CDBG Admin	$ 283,281.00	$ 283,281.00		$ 283,281.00
5228 - CDBG Public Works					
	Capital	$ 197,485.00	$ 197,485.00		$ 197,485.00
	Total - 5228 - Public Works	$ 197,485.00	$ 197,485.00		$ 197,485.00
5301 - CDBG Home Repair Resource					
	Personal Services	$ -	$ -		$ -
	O.T.P.S	$ 246,842.00	$ 246,842.00		$ 246,842.00
	Total - 5301 CDBG Home Repair	$ 246,842.00	$ 246,842.00		$ 246,842.00
5303 - CDBG Housing Pres Office					
	Personal Services	$ 291,681.00	$ 291,681.00		$ 291,681.00
	O.T.P.S	$ 702,000.00	$ 702,000.00		$ 702,000.00
	Capital	$ -	$ -		$ -
	Total - 5303 CDBG Housing Pres Office	$ 993,681.00	$ 993,681.00		$ 993,681.00
5304 - CDBG Code Enforce					
	Personal Services	$ 104,772.00	$ 104,772.00		$ 104,772.00
	O.T.P.S	$ -	$ -		$ -
	Total - 5304 CDBG Code Enforce	$ 104,772.00	$ 104,772.00		$ 104,772.00
5309 - GIS					
	Personal Services	$ 42,471.00	$ 42,471.00		$ 42,471.00
	O.T.P.S	$ -	$ -		$ -
	Capital	$ -	$ -		$ -
	Total - 5309 GIS	$ 42,471.00	$ 42,471.00		$ 42,471.00
8407 - Child Care					
	O.T.P.S	$ 15,000.00	$ 15,000.00		$ 15,000.00
	Total - 8407 Child Care	$ 15,000.00	$ 15,000.00		$ 15,000.00
Total Fund 208 - CDBG Budget		**$ 3,278,226.00**	**$ 3,278,226.00**		**$ 3,278,226.00**

That there be appropriated from the HOME PROGRAM FUND, FUND NO. 211

5503 - Home Admin					
	O.T.P.S	$ 435,000.00	$ 435,000.00		$ 435,000.00
	Total - 5503 Home Admin	$ 435,000.00	$ 435,000.00		$ 435,000.00
5505 - Home Program Income					
	O.T.P.S	$ 155,000.00	$ 155,000.00		$ 155,000.00
	Total - 5505 Home Program Income	$ 155,000.00	$ 155,000.00		$ 155,000.00
Total Fund 211 - Home Program Budget		**$ 590,000.00**	**$ 590,000.00**		**$ 590,000.00**

That there be appropriated from the POLICE FACILTY IMPR. FUND, FUND NO. 213

7201 - Police Admin					
	O.T.P.S	$ 12,500.00	$ 12,500.00		$ 12,500.00
	Total - 7201 Police Admin	$ 12,500.00	$ 12,500.00		$ 12,500.00

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Total Fund 213 - Police Facilty Budget		**$ 12,500.00**	**$ 12,500.00**		**$ 12,500.00**

That there be appropriated from the LOCAL PROGRAMMING FUND, FUND NO. 214

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
2108 - General Operations					
	O.T.P.S	$ 74,000.00	$ 74,000.00		$ 74,000.00
	Total - 2108 General Operations	$ 74,000.00	$ 74,000.00		$ 74,000.00
2201 - MIS					
	Capital	$ 37,000.00	$ 37,000.00		$ 37,000.00
	Total - 2201 MIS	$ 37,000.00	$ 37,000.00		$ 37,000.00
2502 - Public Relations					
	Personal Services	$ 8,314.00	$ 8,314.00		$ 8,314.00
	Total - 2502 Public Relations	$ 8,314.00	$ 8,314.00		$ 8,314.00
2601 - Cable TV Admin					
	Personal Services	$ -	$ -		$ -
	O.T.P.S	$ 182,400.00	$ 182,400.00		$ 182,400.00
	Capital	$ 70,000.00	$ 70,000.00		$ 70,000.00
	Total - 2601 Cable TV Admin	$ 252,400.00	$ 252,400.00		$ 252,400.00
Total Fund 214 - Local Programming Budget		**$ 371,714.00**	**$ 371,714.00**		**$ 371,714.00**

That there be appropriated from the CAIN PARK OPERATING FUND, FUND NO. 215

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
8901 - Cain Park Admin					
	Personal Services	$ 208,602.00	$ 208,602.00		$ 208,602.00
	O.T.P.S	$ 1,414,700.00	$ 1,414,700.00		$ 1,414,700.00
	Total - 8901 Cain Park Admin	$ 1,623,302.00	$ 1,623,302.00		$ 1,623,302.00
8905 - Arts Festival					
	O.T.P.S	$ 29,600.00	$ 29,600.00		$ 29,600.00
	Total - 8905 Arts Festival	$ 29,600.00	$ 29,600.00		$ 29,600.00
8906 - Theater					
	O.T.P.S	$ 150,750.00	$ 150,750.00		$ 150,750.00
	Total - 8906 Theater	$ 150,750.00	$ 150,750.00		$ 150,750.00
Total Fund 215 - Cain Park Budget		**$ 1,803,652.00**	**$ 1,803,652.00**		**$ 1,803,652.00**

That there be appropriated from the REC FACILITY IMPR. FUND, FUND NO. 216

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
8301 - Park Maint. Admin					
	O.T.P.S	$ 223,000.00	$ 223,000.00		$ 223,000.00
	Capital	$ 400,000.00	$ 400,000.00		$ 400,000.00
	Total - 8301 Park Maint. Admin	$ 623,000.00	$ 623,000.00		$ 623,000.00
Total Fund 216 - Rec Facility Budget		**$ 623,000.00**	**$ 623,000.00**		**$ 623,000.00**

That there be appropriated from the INDIGENT DUI TREATMENT FUND, FUND NO. 221

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
9101 - Municipal Court					
	O.T.P.S	$ 60,000.00	$ 60,000.00		$ 60,000.00
	Total - 9101 - Municipal Court	$ 60,000.00	$ 60,000.00		$ 60,000.00
Total Fund 221 - Indigent DUI Treatment		**$ 60,000.00**	**$ 60,000.00**		**$ 60,000.00**

That there be appropriated from the MUNI COURT - COMPUTERIZATION FUND, FUND NO. 222

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
9101 - Municipal Court					
	Personal Services	$ 9,814.00	$ 9,814.00		$ 9,814.00
	O.T.P.S	$ 30,000.00	$ 30,000.00		$ 30,000.00
	Capital	$ 20,000.00	$ 20,000.00		$ 20,000.00
	Total - 9101 - Municipal Court	$ 59,814.00	$ 59,814.00		$ 59,814.00
Total Fund 222 - Muni Ct - Computerization		**$ 59,814.00**	**$ 59,814.00**		**$ 59,814.00**

That there be appropriated from the MUNI COURT SPECIAL PROJECTS FUND, FUND NO. 225

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
9101 - Municipal Court					
	Personal Services	$ 24,265.00	$ 24,265.00		$ 24,265.00
	O.T.P.S	$ 62,500.00	$ 62,500.00		$ 62,500.00
	Capital	$ 30,000.00	$ 30,000.00		$ 30,000.00
	Total - 9101 - Municipal Court	$ 116,765.00	$ 116,765.00		$ 116,765.00
Total Fund 225 - Muni Ct Special Projects		**$ 116,765.00**	**$ 116,765.00**		**$ 116,765.00**

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That there be appropriated from the LEAD SAFE CUYAHOGA FUND, FUND NO. 226					
5303 - CDBG Pres Office					
	O.T.P.S	$ 750,000.00	$ 750,000.00		$ 750,000.00
	Total - 5303 CDBG Housing Pres Office	$ 750,000.00	$ 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		$ 1,026,000.00
Total Fund 226 - Lead Safe Cuyahoga Budget		**$ 750,000.00**	**$ 1,776,000.00**		**$ 1,776,000.00**
That there be appropriated from the C.D.B.G. - COVID FUND, FUND NO. 228					
5203- CDBG Admin Contracts					
	O.T.P.S.	$ 15,954.00	$ 15,954.00		$ 15,954.00
	Total - 5203 Admin Contract	$ 15,954.00	$ 15,954.00		$ 15,954.00
5220 - CDBG Office on Aging			$ -		$ -
	O.T.P.S.	$ 70,639.00	$ 70,639.00		$ 70,639.00
	Total - 5220 CDBG Office on Aging	$ 70,639.00	$ 70,639.00		$ 70,639.00
5224- - CDBG Admin					
	O.T.P.S	$ 33,748.00	$ 33,748.00		$ 33,748.00
	Total - 5224 CDBG Admin	$ 33,748.00	$ 33,748.00		$ 33,748.00
5224- - CDBG Public Works					
	Capital	$ 214,879.00	$ 214,879.00		$ 214,879.00
	Total - 5224 CDBG Admin	$ 214,879.00	$ 214,879.00		$ 214,879.00
Total Fund 228 - CDBG Covid Budget		**$ 335,220.00**	**$ 335,220.00**		**$ 335,220.00**
That there be appropriated from the STREET LIGHTING FUND, FUND NO. 230					
3101 - Finance					
	O.T.P.S	$ 11,000.00	$ 11,000.00		$ 11,000.00
	Total - 3101 Finance	$ 11,000.00	$ 11,000.00		$ 11,000.00
6211 - Traffic Signals & Lights					
	O.T.P.S	$ 850,000.00	$ 850,000.00		$ 850,000.00
	Total - 8301 Park Maint. Admin	$ 850,000.00	$ 850,000.00		$ 850,000.00
Total Fund 230 - Street Lighting Budget		**$ 861,000.00**	**$ 861,000.00**		**$ 861,000.00**
That there be appropriated from the TREE FUND, FUND NO. 231					
310Z - Operating Transfers					
	Other Financing Uses	$ 17,455.00	$ 17,455.00		$ 17,455.00
	Total - 8301 Park Maint. Admin	$ 17,455.00	$ 17,455.00		$ 17,455.00
8801 - Forestry					
	Personal Services	$ 869,613.00	$ 869,613.00		$ 869,613.00
	O.T.P.S	$ 350,558.00	$ 350,558.00		$ 350,558.00
	Capital	$ 219,700.00	$ 219,700.00		$ 219,700.00
	Total - 8801 Forestry	$ 1,439,871.00	$ 1,439,871.00		$ 1,439,871.00
Total Fund 231 - Tree Budget		**$ 1,457,326.00**	**$ 1,457,326.00**		**$ 1,457,326.00**
That there be appropriated from the POLICE PENSION FUND, FUND NO. 232					
7201 - Police Pension					
	Personal Services	$ 281,170.00	$ 281,170.00		$ 281,170.00
	Total 7201 - Police Pension	$ 281,170.00	$ 281,170.00		$ 281,170.00
Total Fund 232 - Police Pension Budget		**$ 281,170.00**	**$ 281,170.00**		**$ 281,170.00**
That there be appropriated from the FIRE PENSION FUND, FUND NO. 233					
7301 - Fire Pension					
	Personal Services	$ 282,000.00	$ 282,000.00		$ 282,000.00
	Total 7301 - Fire Pension	$ 282,000.00	$ 282,000.00		$ 282,000.00
Total Fund 232 - Fire Pension Budget		**$ 282,000.00**	**$ 282,000.00**		**$ 282,000.00**

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That there be appropriated from the EARNED BENEFITS FUND, FUND NO. 234					
2108 - General Operations					
	Personal Services	$ 400,000.00	$ 400,000.00		$ 400,000.00
	Total 7301 - Fire Pension	$ 400,000.00	$ 400,000.00		$ 400,000.00
Total Fund 234 - Earned Benefits Budget		**$ 400,000.00**	**$ 400,000.00**		**$ 400,000.00**
That there be appropriated from the FEDERAL MISCELLANEUOS GRANT FUND, FUND NO. 240					
5101 - Planning					
	O.T.P.S.	$ 200,000.00	$ 200,000.00		$ 200,000.00
	Total - 5101 Planning	$ 200,000.00	$ 200,000.00		$ 200,000.00
7201 - Police					
	Personnel	$ 43,216.00	$ 43,216.00		$ 43,216.00
	Total - 7201 Police	$ 43,216.00	$ 43,216.00		$ 43,216.00
Total Fund 240 - Fed Misc Grants		**$ 243,216.00**	**$ 243,216.00**		**$ 243,216.00**
That there be appropriated from the LOCAL FISCAL RECOVERY FUND, FUND NO. 241					
2108 - General Operations					
	O.T.P.S	$ 15,050,000.00	$ 14,453,000.00	**$ (3,666,434.00)**	**$ 10,786,566.00**
	Total - 2108 - General Operations	$ 15,050,000.00	$ 14,453,000.00		$ 10,786,566.00
5101- Planning					
	Capital	$ 1,500,000.00	$ 1,500,000.00		$ 1,500,000.00
	Total - 5101 Planning	$ 1,500,000.00	$ 1,500,000.00		$ 1,500,000.00
5110 - ARPA Non-Profit					
	Capital	$ -	$ -	**$ 3,415,309.00**	**$ 3,415,309.00**
	Total - 5101 Planning	$ -	$ -		$ 3,415,309.00
6205 - Sewer Maint					
	Capital	$ 13,014,645.00	$ 13,014,645.00		$ 13,014,645.00
	Total - 6205 Sewer Maint	$ 13,014,645.00	$ 13,014,645.00		$ 13,014,645.00
6210 - Parking Department					
	Capital	$ -	**$ 500,000.00**		**$ 500,000.00**
	Total - 6210 Parking Department	$ -	$ 500,000.00		$ 500,000.00
7201 - Police Admin					
	Capital	$ -	$ 97,000.00		$ 97,000.00
	Total - 7201 Police Admin	$ -	$ 97,000.00		$ 97,000.00
8301 - Park Maintenance					
	Capital	$ -	$ -	**$ 251,125.00**	**$ 251,125.00**
	Total - 7201 Police Admin	$ -	$ -		$ 251,125.00
Total Fund 241 - Local Fiscal Recovery Budget		**$ 29,564,645.00**	**$ 29,564,645.00**	**$ -**	**$ 29,564,645.00**
That there be appropriated from the NOPEC FUND, FUND NO. 244					
8201 - Public Property					
	O.T.P.S	$ -	**$ 3,500.00**		**$ 3,500.00**
	Capital	$ 200,000.00	$ 200,000.00		$ 200,000.00
	Total - 2108 - General Operations	$ 200,000.00	**$ 203,500.00**		**$ 203,500.00**
Total Fund 244 - NOPEC Budget		**$ 200,000.00**	**$ 203,500.00**		**$ 203,500.00**
That there be appropriated from the CEDAR LEE & MEADOWBROOK TIF FUND, FUND NO. 261					
3101 - Finance					
	O.T.P.S.	$ -	**$ -**		**$ -**
	Total - 3101 Finance	$ -	**$ -**		**$ -**
Total Fund 261 - Cedar Lee & Meadowbrook TIF Budget		**$ -**	**$ -**		**$ -**
That there be appropriated from the G.O. BOND RETIREMENT FUND, FUND NO. 301					
3101 - Finance					
	O.T.P.S.	$ 1,256,425.00	$ 1,256,425.00		$ 1,256,425.00

ORDINANCE NO. 097-2024
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	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
	Total - 3101 Finance	$ 1,256,425.00	$ 1,256,425.00		$ 1,256,425.00
Total Fund 301 - GO Bond Retirement Budget		**$ 1,256,425.00**	**$ 1,256,425.00**		**$ 1,256,425.00**
That there be appropriated from the <u>FINANCED CAPITAL PROJECTS FUND, FUND NO. 402</u>					
1101 - Council					
	Capital	$ 10,500.00	$ 10,500.00		$ 10,500.00
	Total - 1101 Mayor	$ 10,500.00	$ 10,500.00		$ 10,500.00
2101 - Mayor					
	Capital	$ 575,000.00	$ 575,000.00		$ 575,000.00
	Total - 1101 Mayor	$ 575,000.00	$ 575,000.00		$ 575,000.00
2201 - Management Info Serv.					
	Capital	$ 302,000.00	$ 302,000.00		$ 302,000.00
	Total - 2201 Management Info Services	$ 302,000.00	$ 302,000.00		$ 302,000.00
5101 - Planning					
	Capital	$ 314,000.00	$ 314,000.00		$ 314,000.00
	Total 5101 Planning	$ 314,000.00	$ 314,000.00		$ 314,000.00
6201 - DPW					
	Capital	$ 500,000.00	$ 500,000.00		$ 500,000.00
	Total - 6201 DPW	$ 500,000.00	$ 500,000.00		$ 500,000.00
6203 - Refuse Collection					
	Capital	$ 230,000.00	$ 230,000.00		$ 230,000.00
	Total 6203 Refuse Collection	$ 230,000.00	$ 230,000.00		$ 230,000.00
6207 - Vehicle Maint					
	O.T.P.S	$ 230,000.00	$ 230,000.00		$ 230,000.00
	Total 6207 Vehicle Maint	$ 230,000.00	$ 230,000.00		$ 230,000.00
6208 - Street Maint					
	Capital	$ 875,000.00	$ 875,000.00		$ 875,000.00
	Total 6207 Street Maint	$ 875,000.00	$ 875,000.00		$ 875,000.00
7201 - Police Admin					
	Capital	$ 1,154,155.00	**$ 1,331,565.00**		**$ 1,331,565.00**
	Total 7201 Police Admin	$ 1,154,155.00	$ 1,331,565.00		$ 1,331,565.00
7301 - Fire Admin					
	Capital	$ 1,190,000.00	$ 1,190,000.00		$ 1,190,000.00
	Total 7301 Fire Admin	$ 1,190,000.00	$ 1,190,000.00		$ 1,190,000.00
8201 - Public Property					
	Capital	$ 330,000.00	$ 330,000.00		$ 330,000.00
	Total - 8201 Public Property	$ 330,000.00	$ 330,000.00		$ 330,000.00
Total Fund 402 - Finance Capital Projects Budget		**$ 5,710,655.00**	**$ 5,888,065.00**		**$ 5,888,065.00**
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		$ 172,000.00
	Capital	$ -	$ -		$ -
	Total - 5101 Planning	$ 172,000.00	$ 172,000.00		$ 172,000.00
Total Fund 411 - Economic Development Budget		**$ 172,000.00**	**$ 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		$ 20,000.00
	Total - 2102 City Hall Maint	$ 20,000.00	$ 20,000.00		$ 20,000.00
Total Fund 412 - City Hall Maint & Repair Budget		**$ 20,000.00**	**$ 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		$ 2,145,000.00
	Total - 6203 Refuse Collect	$ 2,145,000.00	$ 2,145,000.00		$ 2,145,000.00
Total Fund 416 - Refuse Capital Budget		**$ 2,145,000.00**	**$ 2,145,000.00**		**$ 2,145,000.00**

That there be appropriated from the <u>WATER ADMINISTRATION FUND, FUND NO. 601</u>

ORDINANCE NO. 097-2024
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	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
6301 - Water Admin					
	O.T.P.S.	$ 500.00	$ 500.00		$ 500.00
	Total - 6301 - Water Admin	$ 500.00	$ 500.00		$ 500.00
6302 - Water Distribution					
	O.T.P.S.	$ -	$ -		$ -
	Capital	$ 1,252,000.00	$ 1,252,000.00		$ 1,252,000.00
	Total - 6302 - Water Distrib	$ 1,252,000.00	$ 1,252,000.00		$ 1,252,000.00
6314 - Runnymede					
	O.T.P.S.	$ 20,207.00	$ 20,207.00		$ 20,207.00
	Total - 6314 - Runnmede	$ 20,207.00	$ 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**		**$ 1,272,707.00**

That there be appropriated from the <u>SEWERAGE FUND, FUND NO. 602</u>

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
6205 - Sewer Maint					
	Personal Services	$ 1,549,405.00	$ 1,549,405.00		$ 1,549,405.00
	O.T.P.S.	$ 772,300.00	$ 772,300.00		$ 772,300.00
	Capital	$ 3,711,725.00	$ 3,711,725.00		$ 3,711,725.00
	Other Financing Sources	$ 12,000.00	$ 12,000.00		$ 12,000.00
	Total - 6205 - Sewer Maint	$ 6,045,430.00	$ 6,045,430.00		$ 6,045,430.00
6265 - Sewer Maitnenace Loan					
	Capital	$ -	$ -	**$ 2,758,506.00**	**$ 2,758,506.00**
	Total - 6265 - Sewer Maintenance Loan	$ -	$ -		$ 2,758,506.00
6301 - Water Admin					
	O.T.P.S.	$ 8,000.00	$ 8,000.00		$ 8,000.00
	Total - 6301 - Water Admin	$ 8,000.00	$ 8,000.00		$ 8,000.00
6326 - Cedar Water					
	O.T.P.S.	$ 4,267.00	$ 4,267.00		$ 4,267.00
	Total - 6326 Cedar Water	$ 4,267.00	$ 4,267.00		$ 4,267.00
Total Fund 602 - Sewer Budget		**$ 6,057,697.00**	**$ 6,057,697.00**	**$ 2,758,506.00**	**$ 8,816,203.00**

That there be appropriated from the <u>PARKING FUND, FUND NO. 603</u>

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
6210 - Parking Dept					
	O.T.P.S.	$ 823,900.00	$ 823,900.00		$ 823,900.00
	Non-Government	$ 2,000.00	$ 2,000.00		$ 2,000.00
	Total - 6210 Parking Dept	$ 825,900.00	$ 825,900.00		$ 825,900.00
Total Fund 603 - Parking Budget		**$ 825,900.00**	**$ 825,900.00**		**$ 825,900.00**

That there be appropriated from the <u>REFUSE FUND, FUND NO. 605</u>

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
6203 - Refuse Collect					
	Personal Services	$ 2,863,526.00	$ 2,863,526.00		$ 2,863,526.00
	O.T.P.S.	$ 1,311,974.00	$ 1,311,974.00		$ 1,311,974.00
	Capital	$ 33,000.00	$ 33,000.00		$ 33,000.00
	Total - 6203 Refuse Collect	$ 4,208,500.00	$ 4,208,500.00		$ 4,208,500.00
Total Fund 605 - Refuse Budget		**$ 4,208,500.00**	**$ 4,208,500.00**		**$ 4,208,500.00**

That there be appropriated from the <u>ALS AMBULANCE SERVICES FUND, FUND NO. 606</u>

Department	Object	Original Budget ORD#198-2023	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
7304 - Ambulance Services					
	Personal Services	$ 536,696.00	$ 536,696.00		$ 536,696.00
	O.T.P.S.	$ 397,350.00	**$ 420,028.00**		**$ 420,028.00**
	Capital	$ 270,791.00	**$ 288,127.00**		**$ 288,127.00**
	Total - 7304 Ambulance Services	$ 1,204,837.00	$ 1,244,851.00		$ 1,244,851.00
Total Fund 606 - ALS Ambulance Services Budget		**$ 1,204,837.00**	**$ 1,244,851.00**		**$ 1,244,851.00**

That there be appropriated from the <u>HOSPITALIZATION SELF-INS FUND, FUND NO. 701</u>

ORDINANCE NO. 097-2024
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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	May''s Budget Adjustment Ord. #065-2024	June's Budget Adjustment ORD #097-2024	Budget Amended
3101 - Finance					
	Personal Services	$ 7,548,162.00	$ 7,548,162.00		$ 7,548,162.00
	Total - 3101 Finance	$ 7,548,162.00	$ 7,548,162.00		$ 7,548,162.00
Total Fund 701 Hospitalization Budget		**$ 7,548,162.00**	**$ 7,548,162.00**		**$ 7,548,162.00**
That there be appropriated from the OFFICE ON AGING FUND, FUND NO. 804					
8501 - Off On Aging Admin					
	O.T.P.S.	$ 1,750.00	$ 1,750.00		$ 1,750.00
	Total - 8501 - Off On Agin Admin	$ 1,750.00	$ 1,750.00		$ 1,750.00
Total Fund 804 Office on Aging Budget		**$ 1,750.00**	**$ 1,750.00**		**$ 1,750.00**
That there be appropriated from the YOUTH RECREATION FUND, FUND NO. 808					
8101 - Community Services Admin					
	Other Financing Uses	$ 40,000.00	$ 40,000.00		$ 40,000.00
	Total - 89101 Community Services Admin	$ 40,000.00	$ 40,000.00		$ 40,000.00
Total Fund 808 Youth RecreationsBudget		**$ 40,000.00**	**$ 40,000.00**		**$ 40,000.00**
That there be appropriated from the JUVENILE DIVERSION PROG FUND, FUND NO. 811					
7209 - Junenile Diversion					
	O.T.P.S.	$ 5,000.00	$ 5,000.00		$ 5,000.00
	Total - 7209 Juvenile Diversion	$ 5,000.00	$ 5,000.00		$ 5,000.00
Total Fund 811 Juvenile Diversion		**$ 5,000.00**	**$ 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		$ 110,000.00
	Total - 3101 Finance	$ 110,000.00	$ 110,000.00		$ 110,000.00
Total Fund 850 Flexible Spending		**$ 110,000.00**	**$ 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		$ 50.00
	Total - 3101 Finance	$ 50.00	$ 50.00		$ 50.00
Total Fund 857 Sales Tax Budget		**$ 50.00**	**$ 50.00**		**$ 50.00**
That there be appropriated from the MISCELLANEOUS AGENCY FUND, FUND NO. 858					
3105 - Unclaimed Mone `					
	Other Financing Uses	$ 15,000.00	$ 15,000.00		$ 15,000.00
	Total - 3105 Unclaimed Money	$ 15,000.00	$ 15,000.00		$ 15,000.00
7201 - Police Admin					
	O.T.P.S.	$ 40,000.00	$ 207,116.00		$ 207,116.00
	Total - 7201 Police Admin	$ 40,000.00	$ 207,116.00		$ 207,116.00
7401 - Building Services					
	Other Financing Uses	$ 45,600.00	$ 45,600.00		$ 45,600.00
	Total - 7401 Building Services	$ 45,600.00	$ 45,600.00		$ 45,600.00
Total Fund 858 Misc. Agency Budget		**$ 100,600.00**	**$ 267,716.00**		**$ 267,716.00**
Total 2024 Budget		**$ 133,488,388.00**	**$ 135,087,410.00**	**$ 2,760,506.00**	**$ 137,847,916.00**

Proposed 6/17/2024

RESOLUTION NO. 098-2024(CRR),
First Reading

By Mayor Seren

A Resolution proclaiming July 2024 to be *National Parks and Recreation Month* in the City of Cleveland Heights; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Cleveland Heights; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as *Parks and Recreation Month*; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *National Parks and Recreation Month* to distinguish Cleveland Heights as an attractive and desirable community to live, work, play, and visit.

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

SECTION 1. This Council hereby proclaims July 2024 to be *National Parks and Recreation Month* in the City of Cleveland Heights and encourages residents to take advantage of the many opportunities to participate in parks and recreation programs and to enjoy the over 140 acres of parkland, multiuse paths, trails and playgrounds available throughout the City.

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 the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Parks and Recreation Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

____
TONY CUDA
President of the Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____________ Approved by Mayor: _________________

____
KAHLIL SEREN
Mayor

CITY OF CLEVELAND HEIGHTS

Date: 6/13/24

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Turkey Ridge Purchase Agreement Legislation

Purpose Statement:

To approve legislation authorizing the Mayor to enter into a Purchase/Sale Agreement with Brickhaus Partners and Perotti Developers for the City-owned property commonly referred to as Turkey Ridge

Is this legislation recurring: Yes: _______ No: __x_____

Is emergency language necessary: Yes: __x____ No: ________

If yes, why?

Allowing the legislation to become effectively immediately would allow for due diligence and community engagement on the project to begin sooner.

Is passage on first reading necessary: Yes: _________ No: __x_____

If yes, why?

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

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

N/a

MEMORANDUM

To: City Council
From: Planning & Development Staff
Date: June 12, 2024
Subject: Legislation to Approve Purchase Agreement for Turkey Ridge

Overview

The proposed project is to construct a townhome development along Edgehill Drive on the City-owned property commonly known as "Turkey Ridge". See attached map of the project site.

The development team consists of Brickhaus Partners and Perotti Developers. These Developers have an extremely strong and impressive track record of developing similar topographically challenged sites resulting in dynamic high-quality developments in various communities.

Pending due diligence, community engagement, project design, and required City approvals, they anticipate building approximately 20 townhomes on the property. This project would effectively complete the townhomes that begin at the bottom of the hill in Little Italy but currently stop at the Cleveland Heights border. The site is also in close proximity to the College Club, a historic rehabilitation and new townhome construction project, which demonstrates demand for similar new townhome construction in the market.

Background

The vacant parcel is located in a 'MF-1' multi-family district. The property is owned by the City of Cleveland Heights and is between 2351 and 2375 Edgehill Road on permanent parcel 685-03-001. The adjacent vacant parcel to the east is also owned by the City of Cleveland Heights and has a deed restriction allowing for use only as a park. A sliver of property at the western end of parcel 685-03-001 is within the City of Cleveland (zoned RA3-C1).

The triangular shaped property fronts on Edgehill Road, has a precipitous slope to the northwest and sits on the edge of the Cleveland/Cleveland Heights border, a short walk to Cleveland Heights' Cedar Fairmount and Coventry commercial districts and Cleveland's Little Italy and University Circle neighborhoods.

Historic Cleveland Heights single- and two-family homes are to the east, and downhill to the south, within the City of Cleveland, are townhouses completed in 2000 which take advantage of the unique views and topography. The Property is not included in any historic districts, but adjacent to the east is the Euclid Heights National Register Historic District, and adjacent to the west is the Little Italy Local Landmark District.

In 2013, the City advertised a RFP (Request for Proposals) for a developer to "acquire the land and develop housing on the bluff historically referred to as Turkey Ridge. City Council chose the proposal of Visconsi Companies, Ltd. to move forward with. Visconsi proposed to acquire the property from the City of Cleveland Heights and build five two-unit buildings. The resulting townhouses were to be sold as fee-simple units to owner occupants. The units were to have three floors with a two-car garage on the 1st level at the Edgehill Road grade. Buyers were to have a variety of design options including a rooftop terrace.

That project received approvals from BZA, Planning Commission, and City Council related to variances that project required and the site plan. The adjacent residents (primarily Little Italy residents) were not supportive of the development. A lawsuit was filed by a City of Cleveland resident attempting to block the project appealing the approval of variances for the project by the Board of Zoning Appeals and City Council. The Cuyahoga Court of Common Pleas ruled in favor of the City and affirmed the decision of BZA and City Council in October of 2014.

Ultimately that project did not move forward as the cost of construction on the hill was greater than the developer originally thought and that project's density and projected sale prices at the time did not make the project financially viable. Since then, there has been limited interest in this property, and it has not been a primary development site on the City's radar.

Brichhaus Partners and Perotti Development

The City was approached by Brickhaus Partners and Perotti Development in 2021 concerning the Turkey Ridge property. The development team has significant experience developing challenging sites throughout the region in addition to an overall track record of delivering successful for-sale housing projects. Discussions have continued on and off over the last three years, and the Administration is requesting the consideration and approval of legislation to enter into a Purchase Agreement for the property. Given the experience of the development team and limited interest in the property, staff believes it is appropriate to advance directly to Purchase Agreement rather than issue a new RFP for the property, which adds significant time to any project.

Purchase Agreement

In general, developers require some form of commitment/site control before fully pursuing the type of due diligence necessary to bring any project to fruition. This is even more true for a "non-traditional" site like Turkey Ridge, which does have more intense engineering and geo-technical issues to be worked through. In order for that due diligence and planning to move forward, we are bringing forward this Purchase Agreement at this time. The City performed an initial appraisal in 2021 and had it updated in 2024. That updated appraisal price of $315,000 is reflected in the Purchase Agreement.

Key contingency provisions in the draft Purchase Agreement for the sale/transfer of the property:

1. Completion of a minimum of two community engagement meetings to be conducted jointly by the City and developer. The parties shall come to a mutually agreed upon decision as to whether additional meetings are required. The number of community engagement meetings shall not exceed a total of four. These meetings must be

conducted before any applications or plans are submitted to the City for project approvals and before the approval of a Development Agreement.
2. Approval of Development Agreement by City Council.
3. Execution of the Development Agreement.

Areas of Concern

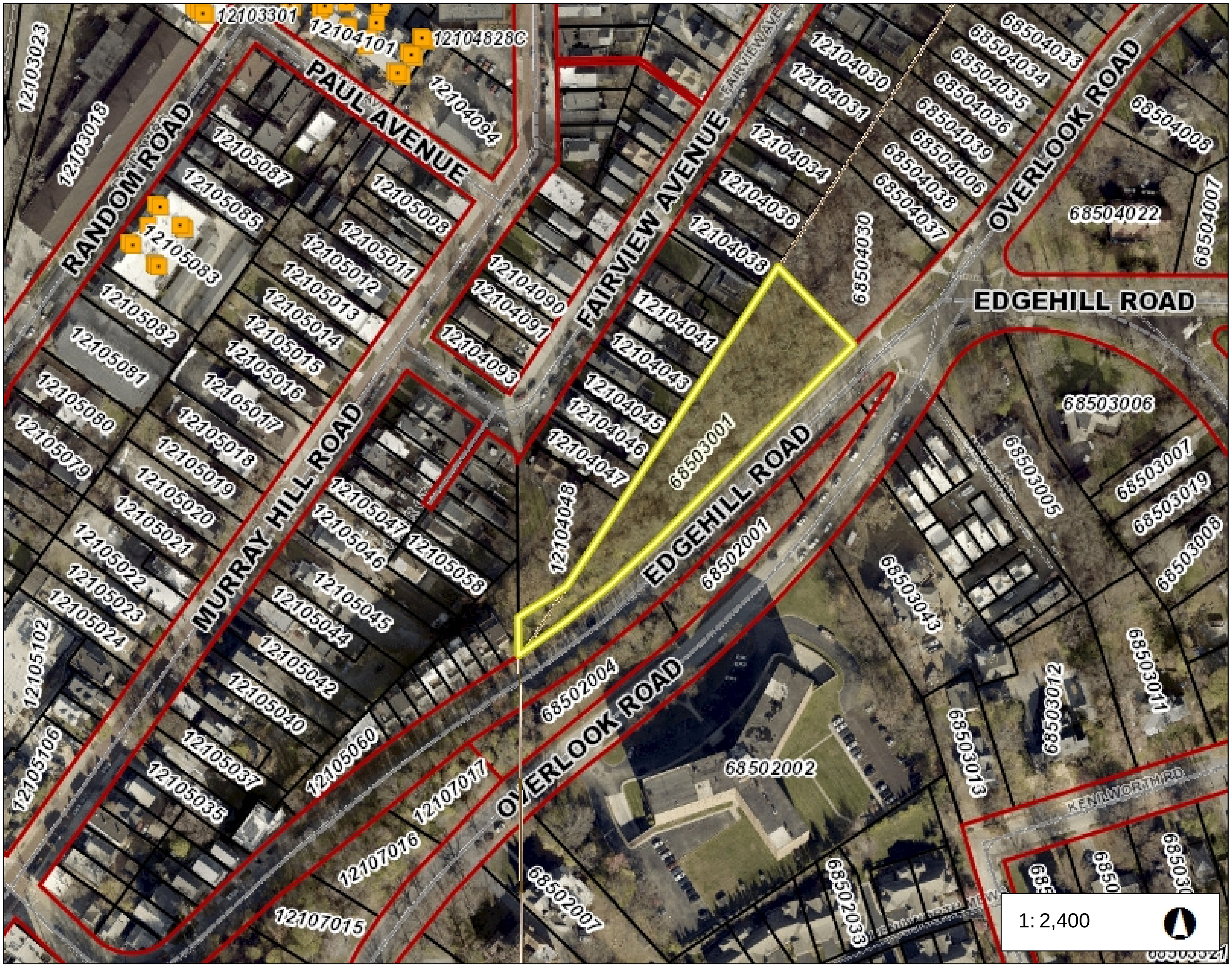
The City's expectations are that a variety of areas will be addressed during the community engagement and Development Agreement negotiation process. These areas include:

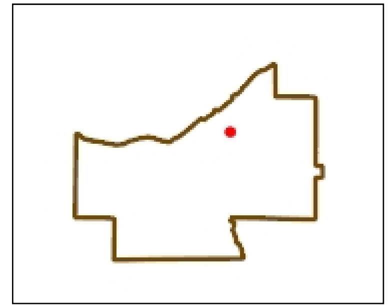
- Geotechnical studies/work confirming the safety of the proposed project.
- A tree replacement plan to address the current trees on site that would need to be taken down to facilitate any development.
- Traffic: while the City does not anticipate a full traffic study is necessary for this project, some level of analysis would be required.
- Construction impacts.

Conclusion

The Administration believes this is an opportunity that the City should pursue. The City has a limited and finite number of sites available for new development and investment. The City has a qualified and experienced development team that is interested in making a significant investment in the City that would also add new for-sale units to the City's housing stock. This development would not require any additional support beyond the sale of the property and the "by-right" Community Reinvestment Area tax exemption that is available to anyone building in the City. Given these factors, we ask Council to approve this Purchase Agreement so that the developer can pursue their due diligence and allow for community engagement to occur. Staff asks that Council also express any opposition they may have to this, or any, development on this site and if there are specific things that should be addressed in the Development Agreement or community engagement process.

Cuyahoga County GIS Viewer





Date Created: 11/8/2021

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

1: 2,400

400 0 200 400 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

Proposed: 6/17/2024

ORDINANCE NO. 100-2024(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement for the sale of certain City-owned real property located on Edgehill Road, Permanent Parcel No.685-03-001; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City owns certain vacant real property located between 2351 and 2375 Edgehill Road, Permanent Parcel No. 685-03-001, which is also known as the "Turkey Ridge Property", as is shown on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the City has been approached by a development team consisting of Brickhaus Partners and Perotti Developers ("Developer") which desires to purchase said Turkey Ridge Property for construction of a high-quality townhouse development; and

WHEREAS, the Developer has significant experience developing challenging sites like the Turkey Ridge Property and a track record of successful for-sale residential developments; and

WHEREAS, the City desires to enter into a purchase agreement with the Developer, subject to the negotiation and execution of a Development Agreement acceptable to both parties; and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to proceed with negotiation of a Development Agreement and the sale of the Property.

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

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to enter into a purchase agreement with Brickhaus Partners and Perotti Developers, or their designee, ("Developer") for the sale of the Turkey Ridge Property located on Edgehill Road, Permanent Parcel No. 685-03-001, as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference. The Purchase Agreement shall be substantially in accordance with the terms of the draft agreement attached hereto as Exhibit "B" and incorporated herein, with the sale being contingent upon the successful negotiation and execution of a Development Agreement for the Turkey Ridge Project. The purchase price for the property shall be the sum of Three Hundred Fifteen Thousand Dollars ($315,000.00) plus reasonable and customary closing costs. The agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Property to be sold is not needed for municipal purposes.

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 is hereby declared to be 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 for the City to meet construction deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

____
TONY CUDA
President of Council

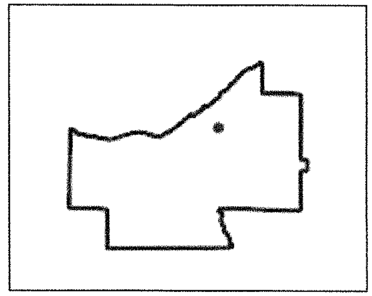
____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ______________ Approved: ________________________

____
KAHLIL SEREN
Mayor

Cuyahoga County GIS Viewer



Date Created: 11/8/2021

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

EXHIBIT

"A"

400 0 200 400 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") shall be by and between **City of Cleveland Heights**, ("Seller"), and ______________________________________, and/or its nominee or assignee ("Buyer"). The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date on which Buyer executes this Agreement.

WITNESSETH:

In consideration of the mutual promises and covenants hereinafter set forth, the parties mutually agree as follows:

1. **Purchase and Sale**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from and pay the Purchase Price (subject to prorations) to Seller for the Property, which is defined as:

(a) the real property located in the State of Ohio, and county of Cuyahoga, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, known as:

PPN(s): 685-03-001

and together with (i) all and singular rights and appurtenances pertaining to such real properties, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way any and all improvements thereon, if any, including all houses, buildings, residential improvements and facilities (collectively the "Buildings") situated thereon, rights of ingress and egress thereto ("the Property");

(b) all of Seller's right, title and interest in and to (i) drawings, plans, specifications, and other architectural and engineering work product owned by Seller, to the extent any of the items identified in this clause (i) are not owned by Seller; and (ii) all licenses, trade names, governmental approvals, permits, plans and specifications, engineering data, EPA reports, warranties, guarantees and other assurances of performance owned by Seller used in connection with the operation of the Real Property to the extent assignable by Seller (collectively the "Intangibles").

2. **Purchase Price**. The total Purchase Price for the Property is Three Hundred Fifteen Thousand and 00/100 Dollars $315,000) (the "Purchase Price") payable by Buyer as follows:

(a) An earnest money deposit of Twenty Thousand and 00/100 Dollars ($20,000.00) (the "Deposit") shall be delivered to Escrow Agent (defined below) within ten (10) days after the Effective Date and will become non-refundable upon the expiration of Buyer's contingencies contained in this Agreement, except in the case of a Seller's default.

EXHIBIT
tabbies
"B"

(b) The balance of the Purchase Price shall be deposited into escrow with Resource Title National Agency, Inc., 7100 E. Pleasant Valley Rd., #100, Independence, Ohio 44131; Tel: (216) 520-0050 (the "Title Company" or "Escrow Agent"), on or before the closing date of this transaction.

3. **Contingencies**. The Parties acknowledge and agree that the Sale of this Property is contingent upon three events:

a. The completion of a minimum of two (2) community engagement meetings. The community engagement meetings will be led by representatives of the Buyer with participation from the Seller. The parties shall come to a mutually agreed upon decision as to whether more than two meetings be the minimum are required, but in no event shall the number of community engagement meetings exceed a total of four (4). This contingency must be completed before the execution of a Development Agreement and before the Buyer submits applications or plans for project approvals. The Buyer at their sole discretion may conduct additional community engagement outreach with or without participation from representatives of the Seller and
b. The Parties thereafter executing a Development Agreement satisfactory to both Parties in their sole discretion.
c. Approval of the Development Agreement and transfer of title by the Seller's City Council.

4. **Closing Date**. The closing date of this transaction shall be within Forty-Five (45) days after the expiration of the Due Diligence Period, unless the closing date is extended as provided in this Agreement, or the parties shall agree in writing to a different date. Notwithstanding the foregoing, Buyer shall have the right to one (1) extension of the closing date, at Buyer's sole discretion, for an additional thirty (30) calendar days from the original set closing date by providing notice to Seller prior to the initial closing date that Buyer intends to exercise this extension.

5. **Inspection Contingency.** Beginning on the date of the effective date of this Agreement, and ending three-hundred sixty five (365) days thereafter, Buyer shall have the right to inspect the Property ("Due Diligence Period" of "Inspection Period"). Buyer has the option to extend the Due Diligence Period by one additional six (6) month periods upon giving written notice to Seller seven (7) or more days prior to the expiration of the Due Diligence Period.

Buyer to give Seller seventy-two (72) hours notice for all desired inspections. Seller shall cooperate fully with Buyer, Buyer's agents, and Buyer's contractors to facilitate the completion of these inspections during normal business hours. If, during the Inspection Period, Buyer determines, in its sole discretion, that the condition of the Property is unsatisfactory, Buyer shall have the option to terminate this Agreement by written notice to Seller. Upon timely receipt of written notice from Buyer, this Agreement shall be null and void for all purposes and the Earnest Money shall be forthwith returned to Buyer. If the written notice of termination from Buyer is not received within the Inspection Period, the condition of the Property shall be deemed to be acceptable, and any objection thereto shall be deemed to have been waived for all purposes and the Deposit shall be nonrefundable to Buyer (except as otherwise provided in this Agreement).

Seller shall provide Buyer with all documents and information requested by Buyer to perform its due diligence and to obtain financing ("Due Diligence Deliverables"), to the extent the same are in the reasonable possession and control of Seller. The Buyer shall also provide Seller upon request any documents and information gathered as part of the due diligence, including any new or updated geotechnical reports of the property.

6. **Environmental Audit**. In Buyer's sole discretion, Buyer may, at its own expense, obtain a Phase I environmental audit with respect to the Property during the Inspection Period. If the Phase I environmental audit recommends the performance of a Phase II audit, Buyer may, at its own expense, obtain a Phase II audit.

7. **Survey.** Prior to closing, Buyer may order, at Buyer's cost, a survey of the Property by a licensed surveyor or civil engineer. In the event the survey discloses any condition of the Property which materially affects Buyer's use or the use of the Property, Buyer shall, give Seller written notice of its objection to any such condition within five (5) days receipt of the survey. Seller shall have fifteen (15) days from the receipt of the written objection to remedy the condition; however, Seller shall not be obligated to remedy the condition. In the event Seller does not remedy such condition, Buyer, as its sole and exclusive remedy, within three (3) days after expiration of Seller's fifteen (15) day period to cure, may terminate this Agreement by written notice to Seller, in which event all earnest money shall be returned to Buyer and the Parties shall have any further liability or claim against the other. If the written notice from Buyer is not received prior to the expiration of the five (5) day period, the survey shall be deemed to be acceptable, and any objection thereto shall be deemed to have been waived for all purposes.

If, through no fault of the Parties, the rights of the Parties under this section cannot be fully exercised prior to Closing, Closing shall be extended to a date on or before seven (7) days following the exercising of all rights under this Section.

8. **Title**. Seller shall convey title to the Property to Buyer or Buyer's nominee by quitclaim deed (the "Deed"). Buyer shall order a commitment for an Owner Fee Policy for the subject Property in the amount of the purchase price within thirty (30) days after the Date of this Agreement. Buyer shall have thirty (30) days after receipt of the commitment to notify Seller in writing of Buyer's disapproval, if any, of any exceptions to coverage stated therein listing the items specifically disapproved. If Buyer shall fail to notify of any such title objections, Buyer shall be deemed to have approved all provisions of the commitment and the condition of Seller's title. Seller shall have fifteen (15) days from the date of notice of any title objection to remove such defect relating to the objection without diminishing or relieving Seller of his obligation to convey the title required hereunder. If such defect is not removed within said period, Buyer as its sole and exclusive remedy, within three (3) days after expiration of Seller's fifteen (15) day cure period, may either (i) terminate this Agreement and recover all deposits made hereunder; or (ii) accept title subject to such defect and complete this transaction without abatement or reduction of the purchase price.

9. **Seller's Closing Documents**. For and in consideration of Buyer's simultaneous delivery to Seller of the Purchase Price, Seller shall obtain or execute and deliver to Buyer at Closing the following documents (all of which shall be duly executed, acknowledged and notarized, and in recordable form, where required):

(a) Deed. The Deed, as defined above;

(b) Affidavit of Title. A customary Affidavit of Title, as duly executed and acknowledged;

(c) Non-Foreign Affidavit. A non-foreign affidavit in compliance with Internal Revenue Code Section 1445;

(d) Seller's Authorization Documents. Such documents as shall reasonably be required by the Title Company (as defined below) to evidence Seller's authorization to enter into this Agreement and to convey the Property subject to the terms of this Agreement;

(e) Closing Statement. A closing statement ("Closing Statement") for the sale of the Property reflecting the payment of the Purchase Price and any and all adjustments to the Purchase Price and other prorations, payments or/and reimbursements as may be provided for in this Agreement;

(f) Affidavit that due diligence documents are true and accurate on the date of closing.

(g) Any other documents required to complete this transaction.

10. **Representations and Warranties**. In order to induce Buyer to purchase the Property, Seller hereby warrants, represents and agrees that, to the best of Seller's knowledge, the following are true as of the Effective Date and shall be true and correct as of the Closing Date:

(a) This Agreement has been duly authorized and executed on behalf of Seller.

(b) The execution, delivery and performance of this Agreement by Seller and the consummation of the transaction contemplated hereby in the manner contemplated herein will not violate any provision of any legal requirement to which Seller or the Property are subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Property.

(c) This Agreement is the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(d) Except as disclosed in the Title Commitment, Seller is aware of no encroachments, assessments, tax, utility, or mechanics liens, or other matters that could affect the Seller's ability to provide clear title to the Property.

(e) There are no existing or pending written contracts of sale with respect to the Property other than this Agreement.

(f)

The foregoing shall survive the closing for a period of twelve (12) months.

Buyer warrants, and represents to Seller as of the Effective Date:

(a) Buyer is authorized to enter into this Agreement and to perform all of its obligations under this Agreement and that upon execution and delivery of this Agreement, this Agreement will be legally binding upon Buyer in accordance with all of its provisions; and

(b) No litigation is pending or threatened against Buyer which, if adversely determined against Buyer, would have a material, adverse effect on Buyer, his business, Buyer's ability to purchase the Property.

11. **Risk of Loss**. Seller shall maintain all the current insurance, if any, on the Property through the Closing Date. Risk of loss to the Property shall be borne by Seller until the transfer of title to Buyer or Buyer's designee. Seller shall immediately inform Buyer of damage to the Property and allow Buyer to inspect such damage. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date and the Closing Date, then Buyer may either accept any available insurance proceeds for said damage with a credit for any deductible to be paid by Buyer, and complete this transaction or terminate this Agreement and have all deposits made returned to Buyer with the parties being released from all obligations of this Agreement. Upon Buyer's removal of all inspection contingencies set forth in this Agreement relating to the condition of the Property, Seller shall maintain the Property through the Closing Date in substantially the same condition and repair as approved by Buyer, reasonable wear and tear excepted.

Seller shall retain Seller's insurance as it exists on the Effective Date until transfer of record title to Buyer, and it shall be the obligation of Buyer to procure Buyer's own policies of insurance to be effective from and after the date transfer of title to the Property is transferred to Buyer or Buyer's nominee.

12. **Prorations**. All maintenance and operating expenses applicable to the Property shall be prorated by the Title Company. All utility charges applicable to the Property, if any, shall be paid by Seller up to the date of closing based on final bills for the same obtained by Seller, after which such charges shall accrue to Buyer. All real estate taxes and assessments, both general and special, shall be prorated by the Escrow Agent as of the date the Deed is filed for record, using for such purpose the rate and valuation shown on the last available tax duplicate. For purposes of these

prorations, the closing date shall be considered a date of Seller's ownership of the Property. Any errors or adjustments to prorations, including any changes in real estate taxes, shall be remedied by the parties after closing, which obligation shall survive the closing of this Agreement and the filing of the Deed for record.

13. **Broker**. Seller and Buyer represent to each other, which representation shall survive the closing of this transaction, that, no real estate broker was involved in this transaction and that no brokerage fees or other compensation is due any real estate broker Buyer shall indemnify and hold Seller harmless from any and all real estate commissions, claims for such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees arising out of contracts executed by or activities engaged in by Buyer, which indemnity obligation shall survive closing.

14. **Escrow Agent**.

(a) This Agreement shall serve as the escrow instructions. The Escrow Agent may attach its standard conditions of acceptance thereto; provided, however, that in the event said standard conditions are inconsistent or in conflict with the terms of this Agreement, then this Agreement shall control.

(b) On the closing date, the Escrow Agent shall file for record the Deed and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete the within transaction and provided the Title Company has stated in writing that it shall be in a position to and will issue and deliver, upon the filing of the Deed for record, title insurance required hereunder.

(c) In closing this transaction, the Escrow Agent shall charge Seller with the following:

1. the cost of paying off and satisfying any mortgage indebtedness for which Seller is liable, together with the cost of any mortgage cancellation, recording fee, or other costs incident to the satisfaction of any such indebtedness;

2. the cost of any transfer tax and conveyance fee;

3. one-half (1/2) the cost of a Title Report, title search, and an owner's title policy in the amount of the Purchase Price;

4. one-half (1/2) of the escrow fees;

5. the cost of any commission required to be paid to its Brokers hereunder, if any; and

6. all prorations set forth herein and all other costs chargeable to Seller;

7. all other charges relating to this Agreement or are customary which are chargeable to Seller.

and thereafter shall deliver to Seller the balance of the funds in its hands due under the terms hereof, and any documents due Seller.

(d) In closing this transaction, the Escrow Agent shall charge Buyer with the following:

1. any cost of financing this transaction which may be arranged for by Buyer;

2. one-half (1/2) of the escrow fees;

3. the cost of filing the deed and mortgage for record;

4. one-half (1/2) the cost of a Title Report, title search, and owner's title policy in the amount of the Purchase Price;

5. the cost of any lender's title policy and all endorsements required by lender;

6. the cost of any commission required to be paid to its Brokers hereunder, if any; and

7. the cost of the survey (if any); and

8. all other charges relating to this Agreement or are customary chargeable to Buyer;

and thereafter, the Escrow Agent shall deliver to Buyer the said title insurance, the recorded Deed or county recorder's receipt therefor, any prorations to which Buyer is entitled, and any other funds or documents due Buyer.

15. **Notices**. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail, which is effective upon receipt of such email in a parties' inbox (including any spam folder, if such email is so sorted in such a manner), and addressed as follows:

If Buyer, to: ______________________________
____
____

Email: ___________________

With a copy to: Lieberman, Dvorin & Dowd, LLC
c/o Darren J. Dowd, Esq.
30195 Chagrin Blvd., Suite 300
Pepper Pike, OH 44122
Email: Dustin@LDDLegal.com

If to Seller, to: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attention: Director of Law
Email: whanna@clevelandheights.gov

With a copy to: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attention: Assistance Director of Economic Development
Email: banderson@clevelandheights.gov

16. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, successors and assigns. Buyer may not assign this Agreement without the consent of Seller, except Buyer may assign this Agreement without the consent of Seller to an entity controlled by, controlling or under common control with Buyer, provided such assignee assumes all of Buyer's obligations under this Agreement, and Buyer remains liable hereunder.

17. **Non-Disclosure; Return of Materials**. Without the prior written consent of the other party, neither Buyer nor Seller shall, and each shall direct their representatives not to, directly or indirectly, make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction between the parties or any of the terms, conditions, or other aspects of the transaction, other than to lenders, brokers, or advisors of the parties. Buyer will keep all due diligence materials provided by Seller confidential with the same degree of confidentiality as Buyer holds its own internal financial or similar materials. All due diligence materials provided by Seller will be promptly returned to Seller if the Agreement is not consummated for any reason. This provision shall survive the closing or termination of this Agreement. This provision is subject to Ohio Public Records law.

18. **Remedies for Breach**. If Buyer shall terminate this Agreement, except expressly allowed herein, or otherwise breach, then Seller, as its sole and exclusive remedy at law or in equity, shall be entitled to the Deposit as liquidated damages. The parties acknowledge that actual damages would be difficult to ascertain and agree that the aforesaid sum is a reasonable estimate of the actual damages Seller would sustain by reason of such a breach by Buyer. If Seller shall fail to proceed to closing under this Agreement or materially breach this agreement, then Buyer may

declare this Agreement null and void, have the deposit immediately returned to Buyer, and recover from Seller its actual out of pocket expenses incurred as a result of this Agreement up to an amount of $10,000.00, including, without limitation, reasonable attorneys' fees, due-diligence fee's, lender fee's, accounting fee's, and inspection fee's, upon receipt of which neither party shall have any claims against the other, except as it relates to any provisions that expressly survive such termination.

19. **Miscellaneous**.

a. This Agreement, together with the exhibits and schedules attached hereto, embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor the provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

c. The section headings are inserted only for convenience and reference, and all provisions, sections or paragraphs of this Agreement shall be governed only by a reading of the entire paragraph, provision or section.

d. If any clause, sentence, paragraph, or other part of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the clause, sentence, paragraph or part hereof directly involved in the controversy in which such adjudication shall have been made; and, in all other respects and particulars the Agreement shall continue in full force and effect without modification.

e. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. Faxed, emailed, DocuSign and/or otherwise electronically transmitted signatures shall be valid and binding the same as a signed original.

f. Buyer and Seller, to the extent they may legally do so, hereby expressly waive any and all right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, incidental to, the dealing of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this paragraph with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

g. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed for observance thereof in the State of Ohio.

h. Neither Buyer nor Seller are a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, and such party shall on the Closing Date provide the other with all instruments and documents required by Section 1445 to comply therewith.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement to be effective as of the Effective Date.

SELLER:

CITY OF CLEVELAND HEIGHTS

By:____________________________________
Print:__________________________________
Title:__________________________________

BUYER:

____

____

EXHIBIT A

Legal Description of the Real Properties

To be provided by Seller or Title company upon receipt of the title commitment

<u>EXHIBIT B</u>

Schedule of Contracts

CITY OF CLEVELAND HEIGHTS

Date: 6/13/24

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Purchase Agreement of Surface Parking Lot at 2172 Grandview Avenue and Loan to the Cedar-Grandview Company

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Purpose Statement:

To approve two related pieces of legislation authorizing the Mayor to execute a Purchase Agreement with Grandview-Bellfield Development LLC to acquire the private parking lot at 2172 Grandview Avenue for $660,000; and to authorize the Mayor to execute an agreement for a loan to the Cedar-Grandview Company in the amount of $340,000.

Is this legislation recurring: Yes: _______ No: ___X_____

Is emergency language necessary: Yes: ___X___ No: ________

If yes, why?

Allowing the legislation to become effectively immediately would allow for more timely public use of the parking lot and for construction activities to begin related to Grocery Outlet's lease of the former Dave's Supermarket space.

Is passage on first reading necessary: Yes: _________ No: ___X_____

If yes, why?

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

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

MEMORANDUM

To: City Council
From: Planning & Development Staff
Date: June 13, 2024
Subject: Legislation to Approve the Purchase of Privately-Owned Cedar Fairmount Parking Lot and Loan to the Cedar Grandview Company

Overview and Background

In October of 2022, Dave's Market closed their location at 12438 Cedar Road in the Cedar Fairmount District. While Dave's would go on to acquire the Zagara's Marketplace at 1940 Lee Road and reopen in that location, the Cedar Fairmount closure left that district without a grocery store for the first time in 90 years. This location was originally operated by the Russo family (who are still the current owners of the property) before later becoming a Giant Eagle and then Dave's.

The Russos spent the next 18 months after the Dave's closure marketing the property to over 20 grocery and/or pharmacy operators. The sole interested party has been Grocery Outlet, a discount supermarket company that is new to the Ohio market, but has approximately 500 locations nationwide. Citing declining lease rates, a high level of capital investment to modernize the building, and overall cost increases on construction, the Russos had requested a $1 million grant subsidy from the City to facilitate bringing in Grocery Outlet and to preserve a grocery store in that location.

While the City was not amenable to the $1 million grant request, City staff has worked with the Russos to identify a path that would be acceptable and beneficial to the City while still allowing for the preservation of a grocer in the Cedar Fairmount District and a total new investment of over $5 million in preparing the space for use by the new grocer tenant. The two pieces of legislation on the City Council's agenda for first reading on June 17 would (1) approve a Purchase Agreement for the privately-owned 66-space surface parking lot at 2172 Grandview Avenue (2) approve a loan of $340,000 to the Cedar-Grandview Company.

Parking Lot Purchase

The parking lot at 2172 Grandview Avenue is owned by the Russos via Grandview-Bellfield Development LLC. This lot was developed in 2019 after the City transferred the former 22-space City-owned parking lot to the Russos. The resulting new and larger parking lot offered additional parking relief during the construction of the Ascent at the Top of the Hill project. The approximate $1 million cost to construct the new lot was entirely paid for by the Russo.

City staff has negotiated this Purchase Agreement to buy the lot for several reasons:

1. It provides additional flexibility to accommodate customer parking for the Cedar Fairmount District while the Surrey-Lennox Parking Deck (Lot 27) is closed and being repaired. While the exact timeline of those repairs and reopening of the 98-space deck is still unknown, the City acknowledges it has created a hardship for businesses in the district that will continue for at least the short-term.
2. Besides addressing short term parking issues in the district, acquiring the lot preserves the long-term availability of additional public parking in the district for years to come.
3. The purchase also fills the most significant portion of the capital needed to facilitate Grocery Outlet locating in the former Dave's, and it does so while providing the City an asset of value (both monetarily and in terms of providing publicly available parking) compared to the initially requested grant.

The $660,000 purchase price is based on typically accepted value/cost to construct figure of $10,000 per surface parking space.

Loan Structure

In addition to the purchase of the parking lot, the City has negotiated terms on a $340,000 loan to the Cedar-Grandview Company to undertake the improvements necessary to facilitate the lease of the former Dave's to Grocery Outlet.

Key terms and provisions of the proposed loan agreement:
- 3% interest rate
- Annual principal payments of $22,667.67 commencing May 31, 2026 and continuing for 14 additional years.
- After the initial payment in 2026, the remaining payments shall also include interest accrued in the previous year on the outstanding principal balance.
- Income tax credit: the borrower will receive a credit equal to 50% of the income taxes (both personal and corporate) and net profits taxes collected by or on behalf of the City that are attributable to the project. The credit will be calculated on the taxes collected the previous year and applied towards the payment due in May of each year. The credit will be applied first to interest, then to principal.
- In addition to a loan agreement and promissory note, the City will also take a second position mortgage on the property at 12426-38 Cedar Road.

Conclusion

The Administration believes this this structure provides significant public benefits and an appropriate return on investment to the City. The parking lot purchase (at a price less than it would cost for the City to construct) provides short- and long-term public benefits and provides the City with an asset of value. The loan structure ensures a significant portion of the funds will be repaid while providing the additional up-front funding needed to secure a grocer in the Cedar Fairmount District, which the City believes is an important asset in one of the City's most densely populated and least car-dependent areas.

Proposed: 6/17/2024

ORDINANCE NO. 101-2024(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement with Cedar-Grandview Company for a commercial development loan in the sum of Three Hundred Forty Thousand Dollars ($340,000.00), to be secured by a mortgage on real property located at 12426-12438 Cedar Road, Permanent Parcel No. 685-26-004; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cedar-Grandview Company is the owner of commercial property located at 12426-12438 Cedar Road (the "Property"), a portion of which has been utilized in the past as a grocery store; and

WHEREAS, Cedar-Grandview Company has requested a loan from the City in the sum of Three Hundred Forty Thousand Dollars ($340,000.00) to undertake construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc. for the lease, development and operation of a grocery store (the "Project"); and

WHEREAS, this Council has determined that the opening of a grocery store in the Property is in the best interest of the City and its residents and the Cedar Fairmount district.

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

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to make a loan to Cedar-Grandview Company in an amount not to exceed Three Hundred Forty Thousand Dollars (the "Loan"). The Loan shall be for a fifteen (15) year term, bear interest at a rate of three percent (3%), and shall be secured by a mortgage on commercial property identified as 12426-12438 Cedar Road, Cleveland Heights, Cuyahoga County, Ohio, also known as Permanent Parcel No. 685-26-004. The Loan shall be substantially in accordance with a draft Loan Agreement, Promissory Note and Open-End Mortgage and Security Agreement attached hereto as **Exhibits "A", "B" and "C"** and incorporated herein. Loan repayments shall be subject to potential reduction for income tax credits as defined in the Loan Agreement. The Agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. 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 3. This Ordinance is hereby declared to be 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 for the City to meet construction deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

____
TONY CUDA
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved: _______________________

____
KAHLIL SEREN
Mayor

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made and entered into this ___ day of June, 2024 (the "Effective Date"), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation ("Lender") and **THE CEDAR-GRANDVIEW COMPANY,** an Ohio corporation ("Borrower").

WHEREAS, Borrower is the owner of certain real property located at 12426-38 Cedar Road, Cleveland Heights, Ohio 44106, identified as Parcel No. 685-26-004 in the Cuyahoga County Records (the "Property"), which is more fully described on **Exhibit A**, attached hereto; and

WHEREAS, Borrower intends to undertake certain construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc., for the operation of a grocery store (the lease, development and operation of such store hereinafter referred to as the "Project"); and

WHEREAS, to facilitate the improvements to the Property, the Borrower desires to borrow from the Lender, and the Lender desires to provide Borrower a certain loan, in the amount of Three Hundred Forty Thousand Dollars ($340,000.00) to fund Borrower's construction costs necessary to undertake and complete the Project.

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

1. The Loan. Lender hereby loans to Borrower the principal sum of Three Hundred Forty Thousand Dollars ($340,000.00) (the "Loan"), which shall be disbursed to Borrower by Lender upon the execution and delivery of this Agreement. The proceeds of the Loan shall strictly be used by Borrower only to pay hard and soft construction costs reasonably incurred by the Borrower for the Project and for no other purposes.

   Borrower shall repay to Lender the principal amount of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00), plus interest at the rate of three percent (3%), which interest shall commence accruing on January 1, 2026. The first payment shall be payable on May 31, 2026, and shall be in the amount of Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars ($22,666.67), all of which shall be applied to the outstanding principal. Thereafter, Borrower shall pay fourteen (14) additional annual payments in the same principal amount, one payment each May 31 through the Maturity Date as defined below, each equal to Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars ($22,666.67), plus all interest that accrued in the prior calendar year on the outstanding principal balance. All payments set forth in this paragraph shall be subject to credit reduction by the Income Tax Credits, as defined and set forth in Section 2 of this Agreement.

   The Loan and Borrower's obligation to repay the same shall be evidenced by the

EXHIBIT
tabbies
"A"

promissory note in the form attached hereto as **Exhibit B** (the "Note").

This Loan shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Lender upon the earlier of (i) the sale or disposition of the Property, or (ii) May 31, 2041 ("Maturity Date"). However, Lender and Borrower may agree to extend the Maturity Date, by executing a written amendment hereto and a written allonge to the Note. This Loan may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder.

2. Income Tax Credits. No later than April 30th of each year until the Maturity Date, the Lender shall calculate a credit against the principal and interest payment due by that May 31st in the amount of fifty percent (50%) of the income taxes (both personal and corporate) and net profits taxes collected by or on behalf of the Lender and attributable to the Project (the "Income Tax Credits"). The Income Tax Credits shall be applied by Payee first to accrued interest, then to principal, and deducted from the payment due from the Borrower by May 31st of that year. Lender shall provide notice to Borrower of any such Income Tax Credits no later than May 15th of each year.

   In the event the Income Tax Credits exceed the principal and interest owed in any given calendar year, then the entire amount of that payment will be reduced to zero by the Income Tax Credits, and any unused portion of the Income Tax Credits will carry-over and be applied against, and reduce, the next payment due. Fifty percent (50%) of all income tax described above that is generated in calendar years 2024 and 2025 will be credited against the May 31, 2026 payment.

3. Lender Costs and Fees. There shall be no costs or fees associated with the Loan that will be owed by Borrower to Lender.

4. Security. Concurrently with the execution and delivery of this Agreement and the Note, Borrower shall execute and cause to be recorded in the official records of the Cuyahoga County Fiscal Officer a certain Open-End Mortgage and Security Agreement (the "Mortgage") securing the obligations of Borrower set forth in this Loan Agreement and the Note. Said Mortgage shall be in form and substance acceptable to the Lender and shall constitute the second priority lien on Borrower's fee interest in the Property.

5. Default. For purposes of this Agreement and all documents delivered in connection herewith, including the Note and Mortgage, (collectively, the "Loan Documents"), any one or more of the following shall be considered an "Event of Default": (i) failure by Borrower to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under this Agreement and the Note, if such nonpayment remains uncured for a period of ten (10) days after Borrower has been given written notice of the same; (ii) a material breach by Borrower of any term, condition, representation,

warranty, or covenant contained in this Agreement or the Loan Documents, all subject to applicable notice and cure periods; (iii) Borrower shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iv) any proceeding shall be instituted by or against Borrower, seeking to adjudicate Borrower bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of Borrower or the debts of Borrower under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Borrower or for any substantial part of the property of Borrower, and, in the case of any such proceeding instituted against Borrower such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) days from the date of entry thereof, or Borrower shall take any action to authorize or effect any of the actions set forth above in this subsection. Borrower shall reimburse Lender for any costs, expenses, legal fees, and other out-of-pocket costs incurred by Lender as a result of, or in connection with, an Event of Default, including any litigation to enforce this Agreement and/or the Note.

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

6. Conditions to Loan. This Agreement and Lender's obligation to make the Loan to Borrower hereunder shall become effective once the following conditions precedent shall have been satisfied in a manner satisfactory to Lender):

   a. Representations and Warranties; No Default. The following statements shall be true and correct: (i) the representations and warranties of Borrower contained in this Agreement and in each other Loan Document and certificate or other writing delivered to Lender on or before the Effective Date are true and correct on and as of the Effective Date; and (ii) on the Effective Date, no Event of Default has occurred and is continuing under this Agreement.

   b. Legality. The obligations of Lender under this Agreement shall not contravene any law, rule or regulation applicable to Lender.

   c. Delivery of Documents. The Loan Documents are executed by the Borrower and received by the Lender.

   d. Proceedings; Receipt of Documents. All proceedings in connection with the transactions contemplated by this Agreement, and all documents incidental thereto, shall be reasonably satisfactory to Lender, and Lender shall have received all such information and such counterpart originals or certified or other copies of such documents as Lender may reasonably request.

e. Material Adverse Effect. Since the Effective Date, there has not been a "Material Adverse Effect," defined as a material adverse effect on any of (a) the assets, properties or financial condition of the Borrower or (b) the legality, validity or enforceability of this Agreement or any of the other Loan Documents or (c) the aggregate rights and remedies of the Lender under this Agreement or any of the other Loan Documents.

7. Representations and Warranties of Borrower. Borrower represents and warrants to Lender as follows:

a. Capacity. Borrower has the legal capacity and is authorized to execute, deliver and perform this Agreement and each other Loan Document to which Borrower is a party.

b. No Violation. The execution, delivery and performance by Borrower of each Loan Document to which Borrower is a party (i) do not and will not contravene any law or any contractual restriction binding on or otherwise affecting Borrower, or any of the properties of Borrower, and (ii) do not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the properties of Borrower, other than the security interests created by the Loan Documents.

c. Approvals. Except for the approval by the board of directors of the Borrower, which has been given, no other authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, and no consent of any other person or entity, is required for the due execution, delivery and performance by Borrower of any Loan Document to which Borrower is or will be a party.

d. Enforceability of Loan Documents. Each Loan Document to which Borrower is a party constitutes, and each Loan Document to which Borrower will be a party, when delivered hereunder, will constitute, a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless whether considered in a proceeding in equity or at law.

e. Litigation. There is no pending or, to the actual knowledge of Borrower, threatened action, suit or proceeding affecting Borrower before any court or other governmental authority or any arbitrator, which (i) if adversely determined, is reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of any transaction contemplated hereby.

f. Compliance with Law. Borrower is not in violation of any law or any term of any material agreement or instrument binding on or otherwise affecting Borrower or any of the properties of Borrower, the violation of which could reasonably be expected to have a Material Adverse Effect.

g. Taxes. All taxes and assessments imposed upon Borrower or any property of Borrower and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.

h. Full Disclosure. Neither this Agreement nor any Loan Document contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained herein or therein not misleading in any material respect in light of the circumstances under which they were made. There is no fact known to Borrower that materially adversely affects the financial condition of Borrower, or that otherwise is reasonably likely to have a Material Adverse Effect, that has not been disclosed to Lender in writing prior to the Effective Date.

8. Affirmative Covenants. So long as any principal of or interest on the Loan or any other obligations (whether or not due) shall remain unpaid or Lender shall have any commitment hereunder, Borrower will, unless Lender shall otherwise consent in writing:

a. Reporting Requirements. Furnish to Lender:

i. promptly after the commencement thereof but in any event not later than five (5) business days after service of process with respect thereto on, or the obtaining of knowledge thereof by, Borrower, notice of each action, suit or proceeding at law, in equity, in arbitration or before any other governmental authority or other regulatory body or arbitrator that could reasonably be expected to have a Material Adverse Effect;

ii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of an Event of Default under this Agreement, which notice shall contain a brief description of the nature of such Event of Default and any action with respect thereto taken or contemplated to be taken by Borrower;

iii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of either any default or event of default under any agreement, which notice shall contain a brief description of the nature of such default or event of default and any action with respect thereto taken or contemplated to be taken by Borrower; and

iv. promptly upon request, such other information concerning the financial condition of Borrower as Lender from time to time may reasonably request.

b. Compliance with Laws. Comply in all respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon Borrower or upon any of Borrower's properties and (ii) paying all lawful claims which if unpaid might become a lien or charge upon any of Borrower's properties, except in each case to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof, unless the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

c. Further Assurances. Do, execute, acknowledge and deliver, at the sole cost and expense of Borrower (provided such costs and expenses are reasonable and customary), all such further acts and assurances as Lender may reasonably require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Agreement, any Loan Document or any other instrument under which Borrower may be or may hereafter become bound to effect the intention or facilitate the performance of the terms of this Agreement.

9. Changes to Agreements. This Agreement may only be amended or modified in writing with the execution of both parties hereto.

10. No Partnership or Agency. Except as explicitly set forth in this Agreement or any instrument delivered in connection herewith, nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between or among the parties, and no party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever.

11. Notices. Any notice required or permitted under this Agreement shall be deemed to be sufficiently given when sent by personal delivery or via registered or certified mail, postage prepaid, or delivered by overnight courier service to the following addresses:

If to Borrower: The Cedar-Grandview Company
2460 Fairmount Blvd., Suite 311

Cleveland Heights, Ohio 44106
Attn: Salvatore V. Russo

With a copy to: Chilcote Dohnal & Tizzano LLP
12434 Cedar Road, Suite 7
Cleveland Heights, Ohio 44106
Attn: Lee A. Chilcote

If to Lender: City of Cleveland Heights, Ohio
40 Severance Cir.
Cleveland Heights, OH 44118
Attn: Kahlil Seren, Mayor

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

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

12. Authority of Borrower. Borrower represents and warrants to Lender that it is duly authorized to execute this Agreement and enter into the transaction contemplated herein.

13. Choice of Law; Jurisdiction; Venue. This Agreement will be construed under Ohio law without regard to the principles of the conflicts of laws. The parties agree that any dispute may be litigated only in state or federal courts situated in Cuyahoga County, Ohio. The parties agree to submit to personal jurisdiction in such courts and waive all questions of jurisdiction and venue with respect thereto.

14. Assignment. No party may assign its rights under this Agreement without the prior written consent of all parties hereto.

15. Entire Agreement. This Agreement and the Loan Documents and other agreements, documents and instruments delivered in connection herewith constitute the entire and sole agreement between the parties with respect to the Loan, it being agreed that there are no outside conditions, warranties, or agreements.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

17. Waiver; Remedies. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights and remedies of Lender under any Loan Document against any party thereto are not conditional or contingent on any attempt by Lender to exercise any of its rights and remedies under any other Loan Document against such party or against any other person or entity.

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

19. Exhibits. Any and all exhibits attached to this Agreement are incorporated herein by this reference.

[signature page follows]

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

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

By: ______________________________
Kahlil Seren, Mayor

Approved as to legal form and correctness:

____
William R. Hanna, Director of Law

BORROWER:
THE CEDAR-GRANDVIEW COMPANY, an Ohio corporation

By: ______________________________
Salvatore J. Russo, President

By: ______________________________
Salvatore V. Russo, Vice-President

FISCAL OFFICER'S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2024 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

____
Director of Finance
City of Cleveland, Ohio

Dated: _______________, 2024

EXHIBIT A

Address: 12426-38 Cedar Road, Cleveland Heights, Ohio 44106
Permanent Parcel Number: 685-26-004

Real property in the City of Cleveland Heights, County of Cuyahoga, State of Ohio, described as follows:

PARCEL 1:

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

And known as being Sublot No. Eleven (11) and the Westerly Thirty-eight (38) feet of Sublot No. Twelve (12) in Walton Brothers' Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413 as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records.

Said Sublot No. 11 and the Westerly Thirty-eight (38) feet of Sublot No. 12 together form a parcel of land having a frontage of Eighty-eight (88) feet on the Southerly side of Cedar Avenue and extending back of equal width One Hundred Fifty (150) feet, be the same more or less.

PARCEL 2:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio: And known as being a part of Sub Lots Nos 12 and 13 in Walton Brother's Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and bounded and described as follows:

Beginning in the Southerly line of Cedar Road, at a point which is distant 6 feet Westerly, measured along said Southerly line from the Northeasterly corner of said Sub Lot No. 12;

Thence Southeasterly along the Southwesterly line of land conveyed to City of Cleveland Heights by Deed dated May 11, 1932 and recorded in Volume 4538, Page 606 of Cuyahoga County Records, said Southwesterly line being also the Southwesterly line of Cedar Road, as widened, 50.56 feet to the Easterly line of said Sub Lot No. 13

Thence Southerly along said Easterly line of Sub Lot No. 13, 143.31 feet to the Southeasterly corner thereof;

Thence Westerly along the Southerly line of said Sub Lots Nos. 13 and 12, 50 feet;

Thence Northerly and parallel with the Easterly line of said Sub Lot No. 12, 150 feet to the place of beginning, as appears by said plat, be the same more or less.

PARCEL 3:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being the Southerly 28.56 feet of Sublot No. 15 and the Northerly 31.44 feet of Sublot No. 16 in Walton Brother's Cedar Heights Allotment of a part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat of said allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together form a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue and extending back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 4:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being Sublot No. 14 and the Northerly 11.44 feet of Sublot No. 15 in Walton Brother's Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Grandview Avenue at the Northwesterly corner of said Sublot No. 14;

Thence Southerly along the Easterly line of Grandview Avenue 50 feet;

Thence Easterly parallel with the Southerly line of said Sublot No. 15, 138 feet;

Thence Northerly along the Easterly line of said Sublots Nos. 15 and 14, 49 feet to the Northeasterly corner of said Sublot No. 14,

Thence Westerly along the Northerly line of said Sublot No. 14, 138 feet to the place of beginning, be the same more or less.

PARCEL 5:

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

And known as being the Southerly 8.56 feet of Sublot No. 16 and all of Sublot No. 17 and the Northerly 11.44 feet of Sublot No. 18 in Walton Bros. Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue, and extending back of equal width 138 feet, as appears by said plat, be the same more or less.

PARCEL 6:

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

And known as being the Southerly 18-56/100 feet of Sublot No. 19 and the Northerly 26-44/100 feet of Sublot No 20 in Walton Brothers' Cedar Heights Allotment, of part of Original One Hundred Acre Lot No 413, as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records. Said parts of Sublots Nos. 19 and 20 together form a parcel of land having a frontage of 45 feet on the Easterly side of Grandview Avenue, and extends back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 7:

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

And known as being the Southerly 28-56/100 feet front to rear of Sublot No. 18 and then Northerly 21-44/100 feet front to rear of Sublot No. 19 in Walton Brothers Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat of said subdivision in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land having a frontage of 50 feet on the Easterly side of Grandview Avenue and extending back of equal width 138 feet as appears by said plat, be the same, more or less.

EXHIBIT B

Note – See attached.

PROMISSORY NOTE

$340,000.00 Issue Date: June __ ,2024

FOR VALUE RECEIVED, THE CEDAR-GRANDVIEW COMPANY, an Ohio corporation (the "Borrower") promises to pay to the order of the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (the "Payee") at its offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118, or at such other place as the Payee may designate in writing, the principal sum of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00) (the "Loan"), plus interest, as set forth herein, but also subject to the credits set forth herein. This Note is secured by a certain open-end mortgage and security agreement on the property described therein granted by the Borrower in favor of the Payee and dated as 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 that certain loan agreement entered into by Borrower and Payee dated as of even date hereof (the "Loan Agreement").

1. Payment Terms and Maturity Date. Borrower shall pay to Payee the principal amount of Three Hundred Forty Thousand and 00/100 Dollars ($340,000.00), plus interest at the rate of three percent (3%) per annum, which interest shall commence accruing on January 1, 2026. The first payment shall be payable on May 31, 2026, and shall be in the amount of Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars ($22,666.67), all of which shall be applied to the outstanding principal. Thereafter, Borrower shall pay fourteen (14) additional annual payments in the same principal amount, one payment each May 31 through the Maturity Date as defined below, each equal to Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars ($22,666.67), plus all interest that accrued in the prior calendar year on the outstanding principal balance. All payments set forth in this paragraph shall be subject to credit reduction by the Income Tax Credits as set forth in the following paragraph.

Pursuant to Section 2 of the Loan Agreement, no later than April 30^{th} of each year until the Maturity Date, the Payee shall calculate a credit against the principal and interest payment due by that May 31^{st} in the amount of fifty percent (50%) of the income taxes (both personal and corporate) and net profits taxes collected by or on behalf of the Payee and attributable to the Project, as that term is defined in the Loan Agreement, during the prior calendar year (the "Income Tax Credits"). Such Income Tax Credits shall be applied by Payee first to accrued interest, and then to principal, and deducted from the payment due from the Borrower by May 31^{st} of that year. Payee shall provide notice to Borrower of any such Income Tax Credits no later than May 15^{th} of each year.

In the event the Income Tax Credits exceed the principal and interest owed in any given calendar year, then the entire amount of that payment will be reduced to zero by the Income Tax Credits, and any unused portion of the Income Tax Credits will carry-over and be applied against, and reduce, the next payment due. Fifty percent (50%) of all income tax described above that is generated in calendar years 2024 and 2025 will be credited against the May 31, 2026 payment.

EXHIBIT
tabbies
"B"

This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee upon the earlier of (i) the sale or disposition of the Property, as defined in the Loan Agreement, or (ii) May 31, 2041 ("Maturity Date"). However, Payee and Borrower may agree to extend the Maturity Date, by executing a written allonge hereto.

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

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

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

(b) an "Event of Default" occurs under the Loan Agreement or Mortgage, as defined therein.

Upon the occurrence of an Event of Default: (i) the outstanding principal balance, together with all accrued interest and any additional amounts payable hereunder or under the 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 Loan Agreement, 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.

(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.

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.

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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.

THE CEDAR-GRANDVIEW COMPANY, an Ohio corporation

By: ______________________________
Salvatore J. Russo, President

____
Salvatore V. Russo, Vice-President

OPEN-END MORTGAGE AND SECURITY AGREEMENT

between

THE CEDAR-GRANDVIEW COMPANY
as Mortgagor and Debtor

and

THE CITY OF CLEVELAND HEIGHTS, OHIO,
as Mortgagee and Secured Party

OPEN-END MORTGAGE AND SECURITY AGREEMENT

Maximum Indebtedness Not to Exceed $340,000.00

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), dated as of June __, 2024, is executed and delivered by **THE CEDAR-GRANDVIEW COMPANY**, an Ohio corporation (the "Mortgagor"), as Mortgagor and Debtor, whose address is 2460 Fairmount Blvd., Suite 311, Cleveland Heights, Ohio 44106, 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, Ohio 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. Mortgagor owns that certain real property located at 12426-38 Cedar Road, Cleveland Heights, Ohio 44106, identified as Parcel No. 685-26-004 in the Cuyahoga County Records (the "Property"), which is more fully described on **Exhibit A**, attached hereto; and

B. The Mortgagor and the Mortgagee entered into a Loan Agreement made and entered into as of June __, 2024 by and between Mortgagor and Mortgagee (the "Loan Agreement").

C. Pursuant to the Loan Agreement, the Mortgagee has agreed to lend Mortgagor a loan in the amount of Three Hundred Forty Thousand Dollars ($340,000.00) (the "Loan") for Mortgagor to undertake certain construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc. for the lease, development and operation of a grocery store (the "Project");

D. To secure Mortgagor's obligation to perform its obligations under the Loan 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 obligations of the Loan 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 Mortgagee, the Mortgagee's successors and assigns, the following property (the "Mortgaged Property"):

(a) the Property described in **Exhibit A**, as the same may be amended, and attached hereto, subject only to Permitted Encumbrances (as hereinafter defined), 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 door opening 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

(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 amount due under the Loan 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 Loan 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 Loan Agreement at the times and in the manner mentioned in the Loan 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 Mortgagor further acknowledges and agree that with respect to this Mortgage:

(a) it shall secure Mortgagor's obligations according to the terms of the Loan Agreement;

(b) this Mortgage shall be recorded in the Cuyahoga County Fiscal Office for record.

AND, IT IS HEREBY FURTHER COVENANTED AND AGREED 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 Loan Agreement, the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth therein 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.

"Loan Agreement" means that certain Loan Agreement entered into by and between the Mortgagor and Mortgagee and dated as of June __, 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 3.00% 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:

The Cedar Grandview Company
2460 Fairmont Blvd., Suite 311
Cleveland Heights, Ohio 44106
Attn: Salvatore V. Russo, Vice President

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)

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 indefeasible fee simple title to the Property and the Mortgaged Property and has good and sufficient title to all 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 reasonably 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 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;

(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.

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 Loan Agreement and shall be subject to and secured by this Mortgage as additional indebtedness.

Section 2.11. Subordination to Bank Commercial Real Estate Loan. Mortgagee acknowledges that this Mortgage and the lien of this Mortgage is subject, and shall automatically subordinate in all respects, to the existing commercial open-end mortgage on the Property recorded on June 24, 2021, as Instrument Number 202106240059 in the Cuyahoga County Fiscal Office, with Peoples Bank ("Bank") as the lender (including any extensions, modifications, assignments, replacements and renewals thereof) ("Bank Mortgage"). The Bank Mortgage shall be listed as an Additional Permitted Encumbrance on Exhibit B, pursuant to Section 2.4.

(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 thirty (30) 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 Loan Agreement within thirty (30) 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 thirty (30) days, failure of the Mortgagor to commence the cure within such thirty (30) 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 thirty (30) 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 thirty (30) 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;

(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 Appraisement, Valuation, Redemption, and Marshalling of Assets. The Mortgagor does hereby waive the benefit of any appraisement, 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:

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 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)

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 Loan 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.

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)

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 Loan Agreement, 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

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. Governing Law; Venue. This Mortgage shall be governed by the laws of the State of Ohio and venue for any dispute shall be in any court of competent jurisdiction located within Cuyahoga County.

(End of Article VI)

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage to be effective as of the date first written above.

THE CEDAR-GRANDVIEW COMPANY, an Ohio corporation

By: ______________________________
Salvatore J. Russo, President

____
Salvatore V. Russo, Vice-President

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this __ of June, 2024 by Salvatore J. Russo, the President, and Salvatore V. Russo, the Vice-President, of The Cedar-Grandview Company, an Ohio corporation, on behalf of the corporation.

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:
Natalie Rothenbuecher, Esq.
Roetzel and Andress
222 S. Main Street
Akron, Ohio 44308
nrothenbuecher@ralaw.com

EXHIBIT A

PROPERTY

Address: 12426-38 Cedar Road, Cleveland Heights, Ohio 44106
Permanent Parcel Number: 685-26-004

Real property in the City of Cleveland Heights, County of Cuyahoga, State of Ohio, described as follows:

PARCEL 1:

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

And known as being Sublot No. Eleven (11) and the Westerly Thirty-eight (38) feet of Sublot No. Twelve (12) in Walton Brothers' Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413 as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records.

Said Sublot No. 11 and the Westerly Thirty-eight (38) feet of Sublot No. 12 together form a parcel of land having a frontage of Eighty-eight (88) feet on the Southerly side of Cedar Avenue and extending back of equal width One Hundred Fifty (150) feet, be the same more or less.

PARCEL 2:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio: And known as being a part of Sub Lots Nos 12 and 13 in Walton Brother's Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and bounded and described as follows:

Beginning in the Southerly line of Cedar Road, at a point which is distant 6 feet Westerly, measured along said Southerly line from the Northeasterly corner of said Sub Lot No. 12;

Thence Southeasterly along the Southwesterly line of land conveyed to City of Cleveland Heights by Deed dated May 11, 1932 and recorded in Volume 4538, Page 606 of Cuyahoga County Records, said Southwesterly line being also the Southwesterly line of Cedar Road, as widened, 50.56 feet to the Easterly line of said Sub Lot No. 13

Thence Southerly along said Easterly line of Sub Lot No. 13, 143.31 feet to the Southeasterly corner thereof;

Thence Westerly along the Southerly line of said Sub Lots Nos. 13 and 12, 50 feet;

Thence Northerly and parallel with the Easterly line of said Sub Lot No. 12, 150 feet to the place of beginning, as appears by said plat, be the same more or less.

PARCEL 3:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being the Southerly 28.56 feet of Sublot No. 15 and the Northerly 31.44 feet of Sublot No. 16 in Walton Brother's Cedar Heights Allotment of a part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat of said allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together form a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue and extending back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 4:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being Sublot No. 14 and the Northerly 11.44 feet of Sublot No. 15 in Walton Brother's Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Grandview Avenue at the Northwesterly corner of said Sublot No. 14;

Thence Southerly along the Easterly line of Grandview Avenue 50 feet;

Thence Easterly parallel with the Southerly line of said Sublot No. 15, 138 feet;

Thence Northerly along the Easterly line of said Sublots Nos. 15 and 14, 49 feet to the Northeasterly corner of said Sublot No. 14,

Thence Westerly along the Northerly line of said Sublot No. 14, 138 feet to the place of beginning, be the same more or less.

PARCEL 5:

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

And known as being the Southerly 8.56 feet of Sublot No. 16 and all of Sublot No. 17 and the Northerly 11.44 feet of Sublot No. 18 in Walton Bros. Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue, and extending back of equal width 138 feet, as appears by said plat, be the same more or less.

PARCEL 6:

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

And known as being the Southerly 18-56/100 feet of Sublot No. 19 and the Northerly 26-44/100 feet of Sublot No 20 in Walton Brothers' Cedar Heights Allotment, of part of Original One Hundred Acre Lot No 413, as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records. Said parts of Sublots Nos. 19 and 20 together form a parcel of land having a frontage of 45 feet on the Easterly side of Grandview Avenue, and extends back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 7:

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

And known as being the Southerly 28-56/100 feet front to rear of Sublot No. 18 and then Northerly 21-44/100 feet front to rear of Sublot No. 19 in Walton Brothers Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat of said subdivision in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land having a frontage of 50 feet on the Easterly side of Grandview Avenue and extending back of equal width 138 feet as appears by said plat, be the same, more or less.

EXHIBIT B

ADDITIONAL PERMITTED ENCUMBRANCES

The Commercial Open-End Real Estate Mortgage recorded on June 24, 2021, in the Cuyahoga County Fiscal Office as Instrument Number 202106240059.

Proposed: 6/17/2024

ORDINANCE NO. 107-2024(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement for the purchase of certain real property located at 2172 Grandview Avenue, Permanent Parcel No. 685-26-083 and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, certain real property identified as Permanent Parcel No. 685-26-083, and more commonly known as 2172 Grandview Avenue, Cleveland Heights, Ohio, (the "Property") is currently owned by Grandview-Bellfield Development LLC; and

WHEREAS, the City desires to obtain title to said property for development into a public parking lot; and

WHEREAS, this Council has determined that the development of said property into a public parking lot will benefit the Cedar Fairmount Business District and is in the best interest of the City and its residents.

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

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to purchase from Grandview-Bellfield Development LLC the real property identified as Permanent Parcel No. 685-26-083 also identified as 2172 Grandview Avenue, Cleveland Heights, Cuyahoga County, Ohio (the "Property") The purchase agreement shall be substantially in the form of the draft agreement attached hereto as **Exhibit "A"** and incorporated herein by reference. The purchase price for the property shall be the sum of Six Hundred Sixty Thousand Dollars ($660,000.00) plus reasonable and customary closing costs. The agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. 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 3. This Ordinance is hereby declared to be 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 for the City to meet construction deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

____
TONY CUDA
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:
Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of the __ day of June 2024 ("Effective Date"), by and between **GRANDVIEW-BELLFIELD DEVELOPMENT LLC** ("Seller"), an Ohio limited liability company, whose mailing address is 2460 Fairmount Boulevard, Suite 311, Cleveland Heights, Ohio 44106, and the **CITY OF CLEVELAND HEIGHTS, OHIO** ("Buyer"), an Ohio municipal corporation, whose mailing address is 40 Severance Circle, Cleveland Heights, Ohio 44118.

RECITALS:

WHEREAS Seller is the owner of certain real property as set forth herein, and desires to sell the same to the Buyer upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Buyer desires to purchase from Seller that certain real property and own the same upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer covenant and agree as follows:

1. **PROPERTY.** Buyer shall purchase from Seller, and Seller shall sell to Buyer, that certain parcel of land commonly known as 2172 Grandview Avenue, Cleveland Heights, Ohio 44106, containing approximately 0.76 acres, identified in the Cuyahoga County Records as Parcel 685-26-083, and more particularly described on **Exhibit A** attached hereto and by reference made a part hereof (the "Property").

2. **PURCHASE PRICE.** The purchase price of the Property ("Purchase Price") shall be the sum of Six Hundred Sixty Thousand and no/100 Dollars ($660,000.00), payable at Closing (as defined below), in immediately available funds subject to the adjustments and prorations as set forth herein.

3. **TITLE COMPANY; TITLE EXAMINATION.**

3.1 Chicago Title Insurance Company, with a principal place of business located at 1111 Superior Ave, Suite 602, Cleveland, Ohio 44114, shall serve as the escrow agent for this transaction ("Title Company" or "Escrow Agent").

3.2 Seller has already furnished Buyer with a commitment for a standard ALTA owner's policy of title insurance ("Commitment") on the Property, in an amount equal to the Purchase Price.

3.3 Seller warrants and agrees that the Property is being sold by Seller to Buyer hereunder free and clear of all liens, claims and encumbrances, except for the following title matters ("Permitted Exceptions"):

EXHIBIT
tabbles
"A"

(i) any and all provisions of any general ordinance, municipal regulation, or public law, including zoning and building laws and regulations;

(ii) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable (the "Taxes");

(iii) legal highways;

(iv) easements, restrictions and other matters of record shown in the Commitment.

In the event any title matter objectionable to the Buyer, other than Permitted Exceptions, is discovered, Buyer shall notify Seller of any objections as to such matters within fifteen (15) days of the Effective Date. If Buyer fails to object to any such matters, then Buyer waives its right to object, and any such matter shall be deemed to be Permitted Exceptions. If Buyer delivers written notice to Seller, then Seller shall have fifteen (15) days after receipt of such notice to have such objections removed from the Commitment, or to cause the Title Company to commit to issue an endorsement insuring Buyer against loss or damage to Buyer that may be caused by such unpermitted exceptions. Seller shall also be required to cure all matters reflected in Schedule B, Part I of the Commitment within such fifteen (15) day period, none of which shall be considered a Permitted Exception to title, nor shall Buyer be required to make any objection with respect thereto. If Seller is unable or unwilling to remove or cause the removal of Buyer's title objections from the Commitment or have the same endorsed over, Buyer may elect to either: (1) terminate this Agreement by written notice to Seller; or (2) accept title to the Property subject to the objection(s) and proceed to Closing. Notwithstanding the foregoing, Seller shall have an absolute obligation to satisfy outstanding mechanics, mortgage related and judgment liens encumbering the Property.

4. **TITLE TO PROPERTY.** On the Closing Date, Seller shall convey indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions, by limited warranty deed (the "Deed") in the form of **Exhibit B** attached hereto).

5. **SURVEY OF PROPERTY.** During the Inspection Period (as defined herein), Buyer shall have the right to cause an ALTA survey of the Property ("Survey"), to be prepared by a registered land surveyor, duly licensed in the State of Ohio. The Survey shall be certified to the Buyer and Title Company. Buyer shall pay for the cost of the Survey.

In the event the Survey discloses any matter objectionable to the Buyer other than the Permitted Exceptions enumerated in Section 3.2, above, Buyer shall notify Seller of any objections as to such matters within fifteen (15) days after receipt by Buyer of the Survey. If Buyer fails to object to any such matters, then Buyer waives its right to object and such matters shall be deemed to be Permitted Exceptions. If Buyer delivers written notice to Seller, then Seller shall have fifteen (15) days after receipt of such notice to cure all matters objected to by Buyer. If Seller is unable or unwilling to cure the matters objected to by Buyer, then Buyer may elect to either: (1) terminate this Agreement by written notice to Seller; or (2) accept the Survey subject to the objection(s) and proceed to Closing.

6. **INSPECTION PERIOD.**

6.1 Subject to the terms of this Section, the Buyer shall have up to ninety (90) days from the Effective Date, as may be extended by mutual written agreement of the parties, ("Inspection Period") within which to satisfy the following contingencies.

(i) Environmental Conditions. The Buyer, or its agents, shall be permitted reasonable access to the Property during the Inspection Period, subject to the provision of Subsection 6.3 below, in order to determine for itself the environmental condition of the Property. If Buyer discovers the presence of hazardous materials (as defined herein), or any other environmental conditions that materially adversely affect the Property, in Buyer's reasonable judgment, then Buyer may terminate this Agreement by delivering the Inspection Notice (as defined herein) to Seller. If Buyer fails to deliver such notice of termination to Seller within the Inspection Period, then Buyer shall be deemed to have accepted the environmental condition of the Property. Unless Buyer delivers timely notice to Seller of Buyer's election pursuant to this paragraph, and the following paragraph, Buyer agrees to accept the Property "AS IS" "WHERE IS".

(ii) Physical Inspection Contingency. Within the Inspection Period, Buyer or its agents shall determine for itself the physical condition (other than environmental matters) of the Property including, but not limited to general inspections and surveys of the Property, soil, and any other appropriate tests to determine the condition of the Property, the suitability for the Buyers's intended use, whether the Property is in compliance with all applicable federal, state, or local laws, rules, ordinances, regulations, and codes, and any other matters which the Buyer desires to inspect. If Buyer discovers any such conditions, which renders the Property unfit for Buyer's intended use, in Buyer's reasonable discretion, then Buyer may terminate this Agreement by sending to Seller the Inspection Notice. Unless Buyer delivers timely notice to Seller of Buyer's election pursuant to this paragraph, and the preceding paragraph, Buyer agrees to accept the Property "AS IS" "WHERE IS".

6.2 Prior to the expiration of the Inspection Period, as may be extended as provided in Section 6.1, above, Buyer shall notify Seller in writing of Buyer's election to terminate this Agreement ("Inspection Notice"). In such event:

(i) If Buyer so elects to terminate this Agreement for any reason permitted under Section 6.1, the parties shall have no further obligation to the other under this Agreement, except for Buyer's obligation to restore the Property.

(ii) If this Agreement is not terminated as provided above, then Buyer shall be deemed to have satisfied itself as to the condition of the Property.

6.3 The Inspection Period shall be conducted subject to the following terms:

(i) During the Inspection Period Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the Property from time to time, during normal business hours and upon reasonably advance notice, for the purpose of performing tests, environmental audits, engineering studies, surveys, and other inspections, studies and tests on the Property as Buyer may reasonably deem necessary, at Buyer's sole cost and expense. Buyer may not conduct any destructive or invasive testing without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(ii) Buyer agrees that prior to Closing Date it shall neither make nor allow to be made any material changes in or to any part of the Property without the prior written consent of Seller.

(iii) Buyer shall promptly repair and restore the Property to the same condition as existed immediately prior to such entry. Buyer's obligation for restoration of the Property as provided in this Section shall survive the termination of this Agreement prior to such Closing Date for a period of three (3) months.

(iv) Upon execution of this Agreement, Seller shall promptly provide Buyer copies of all environmental, soil testing and other reports concerning the condition of the Property in Seller's possession.

7. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer on the Effective Date and again on the Closing Date as follows:

7.1 No Litigation. Seller has no knowledge nor has Seller received formal written notice, of (a) any actual or threatened or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller or any person with respect to the Property or against the Property, (b) any violation of the Property's compliance with applicable fire safety laws, building code ordinances, zoning ordinances or any similar statutes, ordinances, laws, rules or regulations, including, but not limited to, the Americans With Disabilities Act, (c) any condition, defect or inadequacy which, if not corrected, would result in the termination of insurance coverage, (d) any pending proceedings which could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, or (e) pending or threatened condemnation proceeding that would affect the Property.

7.2 Authority. Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under any contract, instrument, law, governmental rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

7.3 Mechanic's Liens. Seller has paid for all work, labor and materials furnished to the Property prior to Closing and agrees to indemnify, defend and hold Buyer harmless from and against any and all mechanics' and materialmen's liens arising from work, labor or materials contracted for by Seller.

7.4 Miscellaneous. The representations and warranties contained in this Section 7 shall be materially true and correct as of the Effective Date and at Closing. In the event that Seller learns that the representations and warranties were not materially true when made, or any change has occurred that renders such representations or warranties materially untrue between the Effective Date and the Closing Date, Seller shall promptly notify Buyer in writing of such change. If thereafter requested in writing by Buyer, Seller shall then use its good faith efforts to cure such change after giving or receiving notice thereof as require herein. The Closing Date shall be automatically extended in order to allow Seller to cure such change for a period of time not to exceed thirty (30) days. In the event Seller so cures such change, this Agreement shall remain in full force and effect. If Seller is unable or unwilling to cure such change, Buyer may either (a) terminate this Agreement by written notice to Seller, in which case the parties shall have no further rights or obligations hereunder, except for those which expressly survive such termination, or (b) waive such right to terminate and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement. The representations and warranties contained in this Section 7 shall survive Closing but shall terminate twelve (12) months after the Closing Date, unless a suit is filed thereupon in a court of competent jurisdiction on or before the expiration of said twelve (12) month period.

8. **CONDITIONS TO CLOSING**. The Closing of the sale of the Property is conditioned upon the items set forth in this Section. The failure of any one or more of these conditions to occur on or before Closing shall, unless the date of Closing is extended as set forth in Section 9, render this Agreement null and void.

8.1 The representations and warranties contained in Section 7 of this Agreement shall be materially true on the Closing Date as though those representations and warranties were made on that date.

8.2 Buyer has approved all of the matters set forth in Section 6 of this Agreement, or the time for Buyer's approval has lapsed.

8.3 The Title Company shall at Closing have delivered or irrevocably committed itself in writing to deliver the owner's policy of title insurance required by Section 3.

8.4 Seller and Buyer shall have executed and delivered such other documents and agreements as may be required by the Title Company to effectuate the sale of the Property.

9. **CLOSING.**

9.1 Closing shall occur on or before (30) days after the earlier of: (i) expiration of the Inspection Period, as may be extended by mutual agreement of the Seller and Buyer pursuant to Section 6.1, above, or (ii) waiver of all of the Buyer's closing conditions ("Closing" and/or "Closing Date").

9.2 Seller and Buyer shall deposit each of the documents, instruments and amounts required of them hereunder with the Escrow Agent no later than one (1) day before the Closing Date.

9.3 On the Closing Date, the Escrow Agent shall file the Deed for record in the public records of Cuyahoga County. After recording the Deed, the Escrow Agent shall deliver to Seller, as quickly as practicable, the Escrow Agent's Closing Statement of account and its check payable to Seller, or bank wire, in an amount equal to the remaining balance of the Purchase Price after first deducting therefrom Seller's share of the closing costs as follows: (i) preparation and recording of the Deed; (ii) the cost of the issuance of the Commitment and the cost of the title search; (iii) any conveyance fees or transfer taxes or documentary stamps; (iv) the cost of the premium for the owner's policy of title insurance (including the cost of endorsements requested by the Buyer or Buyer's lender); and (v) the escrow fee.

9.4 The Escrow Agent shall deliver to Buyer, as quickly as practicable, the recorded Deed, the owner's policy of title insurance, the Escrow's Agent's Closing Statement of account.

All other closing costs set forth in Section 9.3 of this Agreement shall be paid by Seller, provided, however, that each party shall pay their own legal fees.

9.5 All utility meters respecting utility services provided to the Property shall be read and bills shall be issued therefore as of the Closing Date. All assessments and utility charges for periods prior to the Closing Date shall be paid by Seller prior to the Closing Date and the utilities shall be transferred to Buyer's name on the Closing Date. Buyer shall pay all utility charges accruing from and after the Closing. Seller shall indemnify, defend and hold the Buyer harmless from and against any and all liability, cost or expense incurred by the Buyer with respect to all utilities and service contracts affecting the Property that become due or owing by the Seller after the Closing Date, which occurred on or prior to the Closing Date.

10. **PRORATIONS**. All Taxes shall be prorated and adjusted between Seller and Buyer as of midnight on the Closing Date, with Seller charged for the days prior to the Closing Date, on the basis of the last officially certified and available tax duplicate for the Property. There shall be no re-proration of taxes following Closing.

11. **POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer on the Closing Date. Seller shall deliver all other items related to the use of the Property to the Buyer on the Closing Date.

12. **BROKER'S COMMISSION.** The parties represent and warrant to each other that neither has engaged any broker or brokerage company in connection with the proposed sale of the Property.

13. **SELLER'S DEFAULT**. If Seller fails or refuses to perform any of its obligations as set forth herein, Buyer may, in addition to all other legal or equitable claims, including recovery of damages for such default, terminate this Agreement, in which event Seller shall reimburse Buyer for its out-of-pocket costs and expenses incurred in connection with this transaction, including, without limitation, reasonable attorneys' fees.

This provision shall expressly survive the termination of this Agreement.

14. **BUYER'S DEFAULT**. If Buyer fails or refuses to perform any of its obligations as set forth herein, Seller may, in addition to all legal or equitable claims, including recovery of damages for such default, terminate this Agreement, in which event Buyer shall reimburse Seller for its out-of-pocket costs and expenses incurred in connection with this transaction, including, without limitation, reasonable attorneys' fees.

This provision shall expressly survive the termination of this Agreement.

15. **CONDEMNATION AND EMINENT DOMAIN.** Buyer shall have the right, in the event that, subsequent to the Effective Date of this Agreement and prior to the Closing Date, a material part of the Property is taken in the exercise of the power of eminent domain which in Buyer's reasonable discretion has a material and adverse effect on the intended use of the Property, by written notice to Seller, to elect to cancel this Agreement prior to the Closing Date, in which event this Agreement shall terminate and both Buyer and Seller shall be released from any further liability hereunder; and neither party shall have any further rights and/or obligations hereunder other than

those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement. If no election is made by the Buyer, this Agreement shall remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by eminent domain, shall be effected with no further adjustment and Seller shall, on the Closing Date, assign, transfer, and set over to Buyer all Seller's right, title and interest in and to any awards that have been or that may thereafter be made for such taking.

In the event all or substantially all of the Property is taken in the exercise of the power of eminent domain, this Agreement shall terminate, all damages awarded for such condemnation or taking, shall be paid to Seller.

16. **DAMAGE OR DESTRUCTION**. If, prior to the Closing, all or any part of the Property is damaged or destroyed by any cause, Seller agrees to give Buyer prompt written notice of such occurrence and the nature and extent of such damage and destruction, and Buyer, by written notice to Seller, to be received within thirty (30) calendar days of Buyer's receipt of Seller's notice of such damage or destruction, or by the Closing Date, whichever is earlier, may elect to terminate this Agreement.

If this Agreement is terminated, the parties shall have no further rights or obligations hereunder, except for those that expressly survive any such termination. If Buyer does not elect to terminate this Agreement following any notice of damage or destruction to the Property, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, shall be effected with no adjustments. At the Closing, in addition to transfer of the Property in an "as-is" condition, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards, payments or insurance proceeds for the actual value of the property lost or destroyed that have been or may thereafter be made for any damage or destruction, to the extent such awards, payments or proceeds shall not have theretofore been used by Seller for restoration of the Property pursuant to a plan of restoration approved in writing by Buyer. Buyer shall also receive a credit against the Purchase Price for any deductible under any insurance policy, to the extent applicable (e.g., if Seller has expended an amount equal to the deductible on damage repair, a deductible offset would not apply).

17. **ASSIGNMENT**. Buyer may, after notice to Seller, but without the consent of Seller, assign Buyer's right, title and interest in and to this Agreement to an entity wholly owned or controlled by Buyer; provided any such assignee accept such assignment and assumes all of Buyer's obligations under this Agreement. No assignment shall relieve Buyer from liability for performance of its obligations hereunder. The representations, covenants, obligations, and agreements contained in this Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

18. **NOTICES**. All notices, requests and other communication required under this Agreement, or required by law, shall be in writing and shall be deemed given when and if (a) personally delivered, (b) confirmed delivery via email; (c) delivered by overnight private courier

service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, or (d) when delivered by United States mail, postage prepaid, certified, return receipt requested, addressed to the parties at their respective addresses set forth in the first paragraph of this Agreement.

19. **PERFORMANCE**. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

20. **PARAGRAPH HEADINGS**. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

21. **INTERPRETATION**. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

22. **ENVIRONMENTAL.**

(i) Definitions.

(a) "Environmental Laws" shall mean any applicable federal, state and local law (including common law), judicial decision, permit, statute, ordinance, rule, regulation, code, order, judgment decree or injunction which is legally binding relating to (i) the protection of the environment or natural resources (including, without limitation, air, water, surface water, groundwater, drinking water and surface or subsurface land), (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, protection, release or disposal of, pollutants and Hazardous Material, or (iii) the effect on the environment or human health or safety.

(b) "Hazardous Material" shall mean any waste, pollutant, chemical, contaminant, material, substance or organism which alone or in combination with others is regulated, defined, listed or may impose liability under Environmental Laws.

(ii) Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any claims, complaints, actions, causes of action, administrative proceedings, judgments, or other costs (including the costs of such action and reasonable attorney fees) related to the violation of any Environmental Law by Seller as a result of any conduct by Seller while it owned the Property, including any cost to remediate Hazardous Material on or in the Property. This Section 22 shall survive the Closing of this Agreement.

23. **COUNTERPARTS**. This Agreement may be executed in counterparts, all of which

counterparts taken together shall be deemed to be but one original. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

24. **PARTIAL INVALIDITY**. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **GOVERNING LAW.** This Agreement shall be construed, and the rights and obligations of the Seller and Buyer hereunder shall be determined, in accordance with the laws of the State of Ohio. Venue for any claims shall be in the courts of competent jurisdiction located in the State of Ohio.

26. **NON-MERGER**. Any provision hereof which by its terms would be performed after the Closing Date shall survive the closing and shall not merge in the closing or the Deed.

27. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings, if any. This Agreement may be amended, supplemented or modified only in a writing signed by the parties hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date.

SELLER:

GRANDVIEW-BELLFIELD DEVELOPMENT LLC, an Ohio limited liability company

By: The Cedar-Grandview Company, an Ohio corporation, its sole member

By: ______________________________
Salvatore J. Russo, President

By: ______________________________
Salvatore V. Russo, Vice-President

BUYER:

CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation

By: ______________________________
Kahlil Seren, Mayor

Approved as to legal form and correctness:

____
Willaim R. Hanna, Director of Law

FISCAL OFFICER'S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2024 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

____
Director of Finance
City of Cleveland, Ohio

Dated: ________________, 2024

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, known as being all of Sublots 128, 129, 130, 131, 132, and 133 in the Walton Bros. Cedar Heights Allotment, of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and more further known as being Parcel "A" containing 0.7608 Acre (33,139 S.F.) of land in the Lot Consolidation Plat for Grandview-Bellfield Development LLC as shown by the recorded plat in A.F.N. 201907090291 of the Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Address: 2172 Grandview Avenue, Cleveland Heights, Ohio 44106
Permanent Parcel Number: 685-26-083

EXHIBIT B

LIMITED WARRANTY DEED
(pursuant to Ohio Revised Code Section 5302.07)

KNOWN ALL MEN BY THESE PRESENTS, that **GRANDVIEW-BELLFIELD DEVELOPMENT LLC**, an Ohio limited liability company (the "Grantor"), for valuable consideration paid, grants with limited warranty covenants, to the **CITY OF CLEVELAND HEIGHTS, OHIO,** an Ohio municipal corporation (the "Grantee"), whose tax mailing address is 40 Severance Circle, Cleveland Heights, OH 44118, the following real property ("Property"):

The legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference.

Also known as:	2172 Grandview Avenue, Cleveland Heights, Ohio 44106
Permanent Parcel Number:	685-26-083
Prior Instrument Reference:	201907090291

The Property is subject, however, to all applicable zoning ordinances, legal highways, taxes and assessments, if any, not yet due and payable, all applicable restrictions, conditions, limitations, leases, rights of way, reservations and easements of record.

Executed as of the ______ day of _______________, 2024.

GRANDVIEW-BELLFIELD DEVELOPMENT LLC

By: ______________________________
Salvatore J. Russo, President

By: ______________________________
Salvatore V. Russo, Vice-President

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ___ of _____________, 2024 by Salvatore J. Russo, the President, and Salvatore V. Russo, the Vice-President, of **GRANDVIEW-BELLFIELD DEVELOPMENT LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgement only. No oath or affirmation was administered to the signer.

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:
Natalie Rothenbuecher, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, OH 44308
(330) 376-2700

nrothenbuecher@ralaw.com

Exhibit A
to Limited Warranty Deed

Legal Description:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, known as being all of Sublots 128, 129, 130, 131, 132, and 133 in the Walton Bros. Cedar Heights Allotment, of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and more further known as being Parcel "A" containing 0.7608 Acre (33,139 S.F.) of land in the Lot Consolidation Plat for Grandview-Bellfield Development LLC as shown by the recorded plat in A.F.N. 201907090291 of the Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Address: 2172 Grandview Avenue, Cleveland Heights, Ohio 44106
Permanent Parcel Number 685-26-083

CITY OF CLEVELAND HEIGHTS

Date: May 30, 2024

To: Council President Cuda, Councilor Cobb, Addie Balester

From: Gail Larson

Subject: ORD 102-2024 – Amending Chapter 140

Purpose Statement: To modify this Ordinance to reflect 7 citizen members of the Transportation and Mobility Committee are appointed by Council. If there is a vacancy on the Committee, Council will appoint a replacement.

Is this legislation recurring: Yes: _______ No: __X_____

Is emergency language necessary: Yes: __X___ No: ________

If yes, why? To give Council the opportunity to add 3 more members to the Committee as soon as possible.

Is passage on first reading necessary: Yes: ___X_____ No: ________

If yes, why? To give Council the opportunity to add 3 more members to the Committee as soon as possible.

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

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

Proposed: 06/03/2024

ORDINANCE NO. 102-2024(AS), *First Reading*

By Councilmember Larson

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

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

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

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

SECTION 3. 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. 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

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

EXHIBIT A to ORDINANCE NO. XXX-2024(AS)

Cleveland Heights Climate and Environmental Sustainability Committee

140.01 ESTABLISHED

There is hereby established a Cleveland Heights Climate and Environmental Sustainability Committee (CESC). The purpose of this Committee shall be to: (i) advise the Mayor and Council on recommendations with regard to improving the environmental sustainability of City programs, services, equipment and facilities; (ii) increasing the awareness of issues of environmental sustainability with the residents and businesses located in the City; and, (iii) encouraging increased environmentally conscious activities by the residents and businesses located in the City. The CESC shall also serve as an advocate for environmental justice, and promote through education and outreach best use practices for sustainable living, business, and economic development.

140.02 MEMBERS.

(a) The Committee shall consist of eight (8) members~~, four (4) of whom~~. Seven (7) shall be appointed by City Council ~~and three (3) by the Mayor subject to approval by a majority of Council.~~. The ~~remaining~~eighth member shall be the City's Climate Resiliency and Sustainability Coordinator who shall ~~serve as~~be a ~~co-chair and~~ non-voting member~~. The appointed~~ and shall serve as the Committee's Co-Chair. Voting members shall be residents of Cleveland Heights with a demonstrated interest in and/or knowledge of environmental sustainability. A good faith effort shall be made to have the appointments reflect the City's goal of racial, social and geographic diversity. Each person appointed~~, whether by the Council or the Mayor,~~ shall first have submitted an application to serve on the Committee ~~and~~. Any such applicant may be asked to participate in an interview with the Council prior to appointment.

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

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

(d) Vacancies shall be filled by appointment~~, for the remainder of the unexpired term, in the same manner as original appointments are made: a vacancy in a position appointed by Council shall be filled with a member appointed by Council, and a vacancy in a position appointed by the Mayor and approved by Council shall be filled with a member appointed by the Mayor subject to Council approval by majority vote.~~ for the remainder of the unexpired term.

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

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

140.03 MEETINGS; CHAIRPERSONS; SECRETARY; BYLAWS.

Regular meetings of the Committee shall be held and notice given in accordance with Open Meeting requirements. The Committee shall meet at least once a quarter and shall submit an annual report to the Mayor and City Council. The Committee shall elect an appointed member annually to serve as a Co-chairperson along with the City's Climate Resiliency and Sustainability Coordinator. The Committee may establish its own bylaws after review and approval by the City Director of Law. The Committee may elect a Secretary to keep or cause to be kept a record of all meetings of the Committee. An audio recording may be substituted in lieu of written minutes.

140.04 STAFF.

The Mayor and City Council shall jointly determine any staffing needs for the Committee and who shall be responsible for notifying members of meetings and complying with public notice requirements.

140.05 COUNCIL LIAISON.

The role of the Council liaison is to establish an informational bridge between City Council and the Committee. The Council liaison may participate in discussions, but shall make no attempt to control the discussion or influence any vote. The Council liaison shall keep City Council informed of the Committee's activities and actions, or any recommendations that might eventually come before City Council.

CITY OF CLEVELAND HEIGHTS

Date: May 30, 2024

To: Council President Cuda, Councilor Cobb, Addie Balester

From: Gail Larson

Subject: ORD 103-2024 - Amending Ordinance Chapter 150

Purpose Statement: To modify this Ordinance to reflect 7 citizen members of the Climate and Environmental Sustainability Committee are appointed by Council. If there is a vacancy on the Committee, Council will appoint a replacement.

Is this legislation recurring: Yes: _______ No: __X_____

Is emergency language necessary: Yes: __X____ No: ________

If yes, why? To give Council the opportunity to add 3 more members to the Committee as soon as possible.

Is passage on first reading necessary: Yes: ____X_____ No: ________

If yes, why? To give Council the opportunity to add 3 more members to the Committee as soon as possible.

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

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

Proposed: 06/17/2024

ORDINANCE NO. 103-2024(AS), *First Reading*

By Councilmember Larson

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

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

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

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

SECTION 3. 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. 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

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

EXHIBIT A to ORDINANCE NO. XXX-2024(AS)

TRANSPORTATION AND MOBILITY COMMITTEE

150.01 ESTABLISHED.

There is hereby established a Cleveland Heights Transportation and Mobility Committee (TMC). The purpose of this Committee shall be to make recommendations to the Mayor and Council on transportation plans for the City, particularly plans that affect and improve transportation by modes which are alternatives to private automobiles; recommendations to assist in implementing the City's Complete and Green Streets and Vision Zero policies; recommendations for ADA compliance and accessibility for persons with disabilities; and, providing a means for the community to learn about matters related to transportation within the City of Cleveland Heights and the City's connectivity to nearby regions.

150.02 MEMBERS.

(a) The Committee shall consist of eight (8) members~~, four (4) of whom~~. seven (7) members shall be appointed by City Council ~~and three (3) by the Mayor subject to Council approval by majority vote. An additional non-voting member~~ . The eighth member shall be the City Administrator who shall be a non-voting member and shall serve as the Committee's Co-chair. Voting members shall ~~all~~ be residents of Cleveland Heights and ~~Council's appointments~~ shall include: one (1) resident to represent the interests of bicyclists; one (1) resident to represent the interests of transit users; one (1) resident to represent the interests of mobility-challenged persons; and, one (1) resident to represent the interests of the Cleveland Heights business community. A good faith effort shall be made to have the appointments reflect the City's goal of racial, social and geographic diversity. Each person appointed~~, whether by the Council or the Mayor,~~ shall first have submitted an application to serve on the Committee ~~and~~. Any such applicant may be asked to participate in an interview with the Council prior to appointment.

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

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

(d) Vacancies in voting member seats shall be filled by appointment~~,~~ for the remainder of the unexpired term~~, in the same manner as original appointments are made: a vacancy in a position appointed by Council shall be filled with a member appointed by Council, and a vacancy in a position appointed by the Mayor and approved by Council shall be filled with a member appointed by the Mayor subject to Council approval by majority vote.~~ .

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

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

150.03 MEETINGS; CHAIRPERSONS; SECRETARY; BYLAWS.

Regular meetings of the Committee shall be held and notice given in accordance with Open Meeting requirements. The Committee shall meet at least once a quarter and shall submit an annual report to the Mayor and City Council. The Committee shall elect an appointed member annually to serve as a Co-chairperson. The Committee may establish its own bylaws after review and approval by the City Director of Law. The Committee may elect a secretary to keep or cause to be kept a record of all meetings of the Committee. An audio recording may be substituted in lieu of written minutes.

150.04 STAFF.

The Mayor and City Council shall jointly determine any staffing needs for the Committee and who shall be responsible for notifying members of meetings and complying with public notice requirements.

150.05 COUNCIL LIAISON.

The role of the Council liaison is to establish an informational bridge between City Council and the Committee. The Council liaison may participate in discussions, but shall make no attempt to control the discussion or influence any vote. The Council liaison shall keep City Council informed of the Committee's activities and actions, or any recommendations that might eventually come before City Council.

Proposed: 06/17/2024

RESOLUTION NO. 104-2024(F), *First Reading*

By Mayor Seren

A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of street lighting within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by the of Resolution 84-2024, declared the necessity of assessing a portion of the expense of street lighting within the City of Cleveland Heights; and

WHEREAS, the City may receive written objections to the estimated assessments on file with the Director of Finance; and

WHEREAS, it is necessary for this Council, pursuant to Ohio Revised Code Section 727.16, to appoint an Assessment Equalization Board to hear said objections and to fix the time and place for the hearing upon said objections.

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

SECTION 1. Tom Bassett, Angie Rich, and Marc Rubenstein, who are disinterested freeholders in Cuyahoga County but outside the City of Cleveland Heights, are hereby appointed to act as an Assessment Equalization Board to hear and determine all timely written objections to the estimated assessments on file with the Director of Finance and to equalize such estimated assessments as it thinks proper to conform to the standards prescribed in Resolution No. 84-2024 and to perform all other duties set forth in Section 727.16 of the Ohio Revised Code.

SECTION 2. The Board shall meet to hear said objections. The Mayor is hereby designated to fix the date and time of said hearing. Notice shall be given pursuant to Section 727.16 of the Ohio Revised Code. Upon the completion of such equalization, the Board shall report its recommendations to City Council.

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

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 that the assessment must be filed with the Cuyahoga County Fiscal Officer by September 9, 2024, if it is to be added to the 2024 Tax Duplicate. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this

Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

____
TONY CUDA
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

Proposed: 06/13/2024

RESOLUTION NO. 105-2024(F), *First Reading*

By Mayor Seren

A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by the adoption of Resolution No. 85-2024, declared the necessity of assessing a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and

WHEREAS, the City may receive written objections to the estimated assessments on file with the Director of Finance; and

WHEREAS, it is necessary for this Council, pursuant to Ohio Revised Code Section 727.16, to appoint an Assessment Equalization Board to hear said objections and to fix the time and place for the hearing upon said objections.

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

SECTION 1. Tom Bassett, Angie Rich, and Marc Rubenstein, who are disinterested freeholders in Cuyahoga County but outside the City of Cleveland Heights, are hereby appointed to act as an Assessment Equalization Board to hear and determine all timely written objections to the estimated assessments on file with the Director of Finance and to equalize such estimated assessments as it thinks proper to conform to the standards prescribed in Resolution No. 85-2024 and to perform all other duties set forth in Section 727.16 of the Ohio Revised Code.

SECTION 2. The Board shall meet to hear said objections. The Mayor is hereby designated to fix the date and time of said hearing. Notice shall be given pursuant to Section 727.16 of the Ohio Revised Code. Upon the completion of such equalization, the Board shall report its recommendations to City Council.

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

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 that the assessment must be filed with the Cuyahoga County Fiscal Officer by September 9, 2024, if it is to be added to the 2024 Tax Duplicate.

WHEREFORE, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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TONY CUDA
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: __________________________

____
KAHLIL SEREN
Mayor

CITY OF CLEVELAND HEIGHTS

Date: June 11, 2024

To: Council

From: President Cuda

Subject: RES 106-2024 – Music Hop 2024 Sponsorship

Purpose Statement: To authorize the expenditure of Seven Thousand Five Hundred Dollars ($7,500.00) to FutureHeights to be a sponsor of the 2024 Heights Music Hop.

Is this legislation recurring: Yes: _______ No: ___X_____

Is emergency language necessary: Yes: ___X___ No: ________

If yes, why? In order to contribute to FutureHeights in a timely manner so that funds can be used to pay for Heights Music Hop expenses.

Is passage on first reading necessary: Yes: _________ No: ___X____

If yes, why?

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

If not already budgeted for, where will funding come from? The amount of Seven Thousand Five Hundred Dollars ($7,500.00) is requested to be pulled from the City's unencumbered general fund

Proposed: 06/17/2024

RESOLUTION NO. 106-2024(COTW), *First Reading*

By President Cuda

A Resolution allocating Seven Thousand Five Hundred Dollars ($7,500.00) to Future Heights by City Council to serve as a co-sponsor of the 2024 Heights Music Hop; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Future Heights Music Hop has been a successful yearly event held in September for the past 11 years; and

WHEREAS, the Music Hop sponsorships rely heavily on businesses coming up with a sizeable portion of the money necessary to pay for the event; and

WHEREAS, our business districts are still struggling to recover from the economic effects of Covid; and

WHEREAS, the budget for the Music Hop is in excess of Thirty-Five Thousand Dollars ($35,000.00) and would put a heavy burden on the businesses involved in the event; and

WHEREAS, Future Heights has been a long-time partner working closely with the City on a number of projects including the Future Homes initiative; and

WHEREAS, the City of Cleveland Heights is known as "Home to The Arts."

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

SECTION 1. This Council hereby allocates the sum of Seven Thousand Five Hundred Dollars ($7,500.00) from unencumbered general funds to Future Heights for the partial operating costs, and to be a sponsor of the Heights Music Hop to be held on September 27-28, 2024.

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 make the contribution on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and become immediately effective upon its passage;

otherwise it shall take effect and be in force from and after the earliest time allowed by law.

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TONY CUDA
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

Date: June 7, 2024

To: Member of Council
Khalil Seren, Mayor

From: Karen Knittel, Asst. Planning Director & Justin Hines, Asst. Law Director

Subject: Use of ARPA Park and Trail funds for Compton Greenway

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Purpose Statement: To authorize the Mayor to proceed with the established bid for The Compton Greenway Project.

Total Project Budget: $251,125. The Compton Greenway Berkeley Road park trail connector ha been bid out and ready to begin once funding is secured. The Greenway mini roundabouts have the required engineering drawing and will be rebid this summer.

The Compton Greenway is located in a low and moderate-income neighborhood. The goal of the project is to strengthen this neighborhood and provide safe and comfortable conditions to walk and bike. Construction of the project will provide improved pedestrian and bicycle access through the neighborhood and a direct connection to Cain Park. The project begins at Euclid Heights Boulevard and extends south along Compton Road to Berkeley Road and continues through a vacant lot that becomes a park trail connection to South Compton providing access to Cain Park.

Is this legislation recurring: Yes: _______ No: __X_____

Is emergency language necessary: Yes: __X___ No: ________

If yes, why? The Compton Park Trail connection has been engineered and a bid has been accepted. This project is ready to implement immediately upon approval of funding.

Is passage on first reading necessary: Yes: _________ No: __X_____

If yes, why?

If funding is required, is it already budgeted for? Yes: _______ No: __X*__ Funds were budgeted in 2023, however bids received were over budget and the project was rebid in 2024, however the 2023 funding is no longer available.

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

Proposed: 06/17/2024

RESOLUTION NO. 108-2024(PD) *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Protect-A-Cote, Inc, to make the public improvement of the Compton Road Pocket Park Pathway through the use of ARPA Funds; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, this Council passed Ordinance No. 179-2023 on December 18, 2023, appropriating Five Hundred Thousand Dollars ($500,000.00) of the City's award under the American Recovery Plan Act of 2021 to provide for, inter alia, the improvement of pathways throughout City parks ("ARPA Funds"); and

WHEREAS, the Compton Road Neighborhood Pocket Park Project (Bid Document No. 24-11) (the "Project") is one of the Complete Streets improvements for the neighborhood surrounding Compton Road and includes the installation of a North/South pathway at or around 3354 Berkely Road, Cleveland Heights, Ohio 44118; and

WHEREAS, the Project was publicly bid and the City accepted a bid of $113,636.67 on May 17, 2024, from Protect-A-Cote, Inc.to construct the public improvement.

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

SECTION 1. In accordance with Ordinance No. 179-2023 and notwithstanding any provision of Codified Ordinances Chapter 171 to the contrary, the Mayor is hereby authorized to enter into an agreement with Protect-A-Cote, Inc to provide for the public improvement specified herein through use of ARPA Funds for an amount not to exceed the amount specified within the accepted bid. The agreement shall consist of the standard Contract Provisions and General Conditions applicable to such public improvements, any other terms as recommended by the Mayor and Director of Law, and 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 avoid additional costs that result from further delay and the need to obligate ARPA Funds within the year. 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.

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TONY CUDA
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ______________ Approved: ________________________

____
KAHLIL SEREN
Mayor

Proposed: 06/17/2024

RESOLUTION NO. 109-2024(COTW), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter agreements with various nonprofit entities for the purpose of awarding ARPA Funds in accordance with Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the “CITY”) received Thirty-Eight Million, Eight Hundred Seventeen Thousand, Sixty-Two Dollars and 0/100 ($38,817,062.00) in direct payments pursuant to the American Rescue Plan Act of 2021 (“ARPA Funds”)

WHEREAS, it would be in the best interests of the CITY and its residents to enter into grant agreements with the various nonprofit entities selected by this Council through Ordinance No. 179-2023 for the purpose of providing services and engaging in eligible activities as defined by federal, state, and local laws and regulations;

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

SECTION 1. This Council of the CITY of Cleveland Heights (the “Council) finds and determines that it is in the best interest of the CITY to enter into grant agreements substantially in accordance with the form of sample agreement on file with the Clerk of Council and incorporated by reference as Exhibit “A,” to be executed between the City and the nonprofit entities listed in a document also on file with the Clerk of Council, entitled Exhibit B, which also specifies the amounts and purposes of the agreements.

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

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

SECTION 4. It is necessary that this Ordinance 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 meeting the grant deadlines. 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.

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TONY CUDA
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
KAHLIL SEREN
Mayor

CITY OF CLEVELAND HEIGHTS

Date: 05-28-2024

To: Law and Council

From: Tara Schuster, Acting Finance Director

Subject: RES 096-2024(F) - 2025 Tax Budget

Purpose Statement:

To review and approve the adoption of the 2025 Tax Budget

Is this legislation recurring: Yes: __X____ No: ________

Is emergency language necessary: Yes: __X____ No: ________

If yes, why?

Adoption of the alternative format of the 2025 Tax Budget on or before July 15, 2024 and filed with the Budget Commission by July 19, 2024

Is passage on first reading necessary: Yes: _________ No: __X_____

If yes, why?

2025 Tax Budget is required to have 2 readings

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

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

Proposed: 06/03/2024

RESOLUTION NO. 096-2024(F), *Second Reading*

By Mayor Seren

A Resolution approving the adoption of the 2025 Tax Budget; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Mayor prepared and submitted to the Council a proposed 2025 Tax Budget for Council's review and evaluation; and

WHEREAS, a copy of the proposed 2025 Tax Budget is available for inspection by the general public at the office of the Director of Finance at the City Hall.

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

SECTION 1. This Council hereby approves the adoption of the 2025 Tax Budget which is on file in the office of the Director of Finance/Clerk of Council.

SECTION 2. The Clerk of Council is hereby directed to make a copy of the approved 2025 Tax Budget a matter of record.

SECTION 3. The Director of Finance is hereby directed to file a copy of the approved 2025 Tax Budget with the Cuyahoga County Budget Commission.

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

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

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TONY CUDA
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved: __________________________

____
KAHLIL SEREN
Mayor

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit City of Cleveland Heights

For the Fiscal Year Commencing January 1, 2025

Fiscal Officer Signature____Date______________________

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE
ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into seperate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.
In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing auth must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

City of Cleveland Heights - 2025

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	$ AMOUNT Requested Of Budget Commission
101-GENERAL FUND	Current Expenses		Inside and Charter		January 1, 2024	January 1, 2025	9.62	$8,140,000.00
216-RECREATION FACILITIES IMPROVEMENT	Current Expenses		Charter		January 1, 2024	January 1, 2025	0.70	$590,000.00
232-POLICE PENSION	Current Expenses		Charter		January 1, 2024	January 1, 2025	0.30	$255,000.00
233-FIRE PENSION	Current Expenses		Charter		January 1, 2024	January 1, 2025	0.30	$255,000.00
301-BOND RETIREMENT	Debt Service		Debt Millage		January 1, 2024	January 1, 2025	1.50	$1,265,000.00
Totals							12.42	$10,505,000

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
101-GENERAL FUND	21,805,927.83	10,197,456.00	46,874,025.66	78,877,409.49	56,948,606.34	21,928,803.15
102-BUDGET STABILIZATION ACCOUNT	1,400,000.00	0.00	0.00	1,400,000.00	0.00	1,400,000.00
301-BOND RETIREMENT FUND	293,258.73	1,265,000.00	237,455.00	1,795,713.73	1,256,425.00	539,288.73
232-POLICE PENSION FUND	98,630.00	255,000.00	0.00	353,630.00	286,793.40	66,836.60
233-FIRE PENSION FUND	294,858.00	255,000.00	0.00	549,858.00	287,640.00	262,218.00
201-STREET MAINTENANCE FUND	1,610,347.00	0.00	2,958,102.00	4,568,449.00	2,850,000.00	1,718,449.00
202-FOUNDATION GRANTS FUND	93,579.00	0.00	0.00	93,579.00	0.00	93,579.00
203-FIRST SUBURBS CONSORTIUM FUND	2,501.00	0.00	0.00	2,501.00	0.00	2,501.00
204-COMMUNICATIONS DISPATCH FUND	0.43	0.00	0.00	0.43	0.00	0.43
205-PUBLIC WORKS MAINTENANCE FUND	423.00	0.00	0.00	423.00	0.00	423.00
206-LAW ENFORCEMENT TRUST FUND	413,756.00	0.00	320,987.00	734,743.00	239,890.74	494,852.26
207-DRUG LAW ENFORCEMENT FUND	225,311.00	0.00	200,000.00	425,311.00	259,970.46	165,340.54
208-COMMUNITY DEVELOPMENT BLOCK GRANT FUND	52,045.00	0.00	3,277,435.00	3,329,480.00	3,278,226.00	51,254.00
211-H.O.M.E. PROGRAM FUND	350,987.00	0.00	883,000.00	1,233,987.00	590,000.00	643,987.00
212- FEMA FUND	189,738.00	0.00	0.00	189,738.00	0.00	189,738.00
213-POLICE IMPROVEMENT FUND	6,347.00	0.00	9,000.00	15,347.00	12,500.00	2,847.00
214-LOCAL PROGRAMMING FUND	821,434.00	0.00	453,900.00	1,275,334.00	379,148.28	896,185.72
215-CAIN PARK FUND	34,828.00	0.00	1,790,000.00	1,824,828.00	1,803,652.00	21,176.00
216-RECREATIONAL FACILITIES IMPROVEMENT FUND	652,716.00	590,000.00	56,680.00	1,299,396.00	848,000.00	451,396.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
217-PUBLIC RIGHT OF WAY FUND	169,647.00	0.00	1,000.00	170,647.00	0.00	170,647.00
218-MISC. STATE GRANTS	40,368.00	0.00	0.00	40,368.00	0.00	40,368.00
221-INDIGENT DUI TREATMENT FUND	225,424.00	0.00	13,260.00	238,684.00	61,200.00	177,484.00
222-COURT COMPUTER FUND	122,320.00	0.00	51,000.00	173,320.00	61,010.28	112,309.72
223-DUI ENFORCEMENT EDUCATION FUND	137,802.00	0.00	4,000.00	141,802.00	0.00	141,802.00
225-COURT SPECIAL PROJECTS FUND	2,131,444.00	0.00	83,640.00	2,215,084.00	119,100.30	2,095,983.70
226-LEAD SAFE FUND	552,114.00	0.00	1,294,408.00	1,846,522.00	750,000.00	1,096,522.00
227-NEIGHBORHOOD STABILIZATION PROGRAM FUND	123,584.00	0.00	0.00	123,584.00	0.00	123,584.00
228-COVID	216,040.00	0.00	535,694.00	751,734.00	535,694.00	216,040.00
230-STREET LIGHTING FUND	2,073,561.00	0.00	1,040,400.00	3,113,961.00	878,220.00	2,235,741.00
231-FORESTRY FUND	1,031,932.00	0.00	1,122,000.00	2,153,932.00	1,486,472.52	667,459.48
234-EARNED BENEFITS FUND	12,148.00	0.00	0.00	12,148.00	0.00	12,148.00
237-FIRST SUBURBS DEVELOPMENT COUNCIL	57,754.00	0.00	0.00	57,754.00	0.00	57,754.00
238-CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
239-REFUSE GRANT FUND	4,010.00	0.00	0.00	4,010.00	0.00	4,010.00
240-FEDERAL MISCELLANEOUS GRANTS	3,894.00	0.00	243,216.00	247,110.00	243,216.00	3,894.00
241-LOCAL FISCAL RECOVERY	0.15	0.00	0.00	0.15	0.00	0.15
242-ONEOHIO OPIOD SETTLEMENT	38,813.00	0.00	0.00	38,813.00	0.00	38,813.00
244 - NOPEC FUND	0.00	0.00	111,247.00	111,247.00	111,247.00	0.00
260 - TOP-OF-THE-HILL TIF FUND	0.00	0.00	519,515.00	519,515.00	519,515.00	0.00
261- CEDAR LEE & MEADOWBROK TIF FUND	0.00	0.00	0.00	0.00	0.00	0.00
402-CAPITAL EQUIPMENT/IMPROVEMENTS FUND	2,430,647.00	0.00	0.00	2,430,647.00	2,000,000.00	430,647.00
411-ECONOMIC DEVELOPMENT FUND	9,032.00	0.00	4,500.00	13,532.00	10,000.00	3,532.00
412-CITY HALL MAINTENANCE FUND	148,192.00	0.00	29,580.00	177,772.00	20,400.00	157,372.00
415-RING ROAD CONSTRUCTION FUND	35,045.00	0.00	0.00	35,045.00	0.00	35,045.00
416-REFUSE CAPITAL FUND	103,117.00	0.00	127,500.00	230,617.00	200,000.00	30,617.00
601-WATER FUND	1,519,206.00	0.00	1,224,749.70	2,743,955.70	1,298,161.14	1,445,794.56

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
602-SEWER FUND	9,331,950.00	0.00	7,512,851.82	16,844,801.82	6,178,850.94	10,665,950.88
603-PARKING FUND	48,278.00	0.00	411,000.00	459,278.00	350,000.00	109,278.00
605-REFUSE FUND	87,159.00	0.00	3,552,660.00	3,639,819.00	2,850,000.00	789,819.00
606-AMBULANCE SERVICE FUND	1,059,731.00	0.00	1,155,660.00	2,215,391.00	1,228,933.74	986,457.26
701-HOSPTIALIZATION	108,907.00	0.00	7,699,125.24	7,808,032.24	7,548,162.00	259,870.24
703-WORKERS COMP	204,767.00	0.00	0.00	204,767.00	0.00	204,767.00
804-OFFICE ON AGING DONATIONS FUND	18,494.00	0.00	1,275.00	19,769.00	1,750.00	18,019.00
808-YOUTH RECREATION DONATION FUND	31,056.00	0.00	500.00	31,556.00	30,000.00	1,556.00
809-POLICE MEMORIAL FUND	11,808.00	0.00	0.00	11,808.00	0.00	11,808.00
810-YOUTH ADVISORY COMMISSION FUND	71.00	0.00	0.00	71.00	0.00	71.00
811-JUVENILE DIVERSION PROGRAM FUND	1,741.00	0.00	0.00	1,741.00	1,500.00	241.00
850-FLEXIBLE SPENDING ACCOUNT	4,209.00	0.00	110,000.00	114,209.00	110,000.00	4,209.00
857-SALES TAX FUND	630.00	0.00	250.00	880.00	50.00	830.00
858-MISCELLANEOUS AGENCY FUND	2,017,453.00	0.00	85,600.00	2,103,053.00	100,600.00	2,002,453.00
864-NEORSD BILLING FUND	278.00	0.00	0.00	278.00	0.00	278.00
	24,112,626.15					

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
(Do Not Include General Obligation Debt Being Paid By Other Sources)
(Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

I	II	III	IV	V	VI
Purpose Of Bonds Or Notes	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Calendar Year	Amount Required To Meet Calendar Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments
Refund Series 2014 Ring Road	09/22	12/29	$1,214,000.00	$171,024.80	
2022 - Parking Deck Refunding Bonds	02/22	12/33	$2,610,000.00	$298,724.00	
2018 - Vehicle Bonds	2018	12/27	$187,756.00	$72,696.00	
2020 - Various Purpose Bonds	07/05	12/37	$9,930,000.00	$546,407.50	
2021 - Various Purpose Bonds	07/22	12/30	$697,000.00	$122,594.40	
2022 - Top of the Hill Bonds	04/22	12/31	$964,000.00	$150,690.00	
Totals			$15,602,756.00	$1,362,136.70	

Date: May 1, 2024

To: City Council

From: Addie Balester, Clerk of Council

Subject: ORD 077-2024 – Cedar-Lee DORA

Purpose Statement: To authorize the creation of a Designated Outdoor Refreshment Area in the Cedar-Lee Business District.

Section 4301.82 of the Ohio Revised Code authorizes municipalities with populations under 50,000 to create up to three (3) Designated Outdoor Refreshment Areas. Mayor Seren filed the application with City Council at the 4/15 regular council meeting. The application must be advertised in a newspaper of general circulation and if council elects to hold a public hearing, the date and time of the hearing shall be provided in the public notice of the receipt of the application by Council. Not earlier than 30 days, but no later than 60 days after the initial publication of the notice, the City Council must approve or disapprove the application by Ordinance or Resolution.

Is this legislation recurring: Yes: _______ No: ___X____

Is emergency language necessary: Yes: ______ No: ___X_____

If yes, why?

Is passage on first reading necessary: Yes: _________ No: ___X_____

If yes, why?

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

If not already budgeted for, where will funding come from?
*No budgeting required.

Proposed: 05/06/2024

ORDINANCE NO. 077-2024(CRR), *Fourth Reading as Amended*

By Councilmember Mattox

An Ordinance approving the application filed by the Mayor and authorizing the establishment of a Designated Outdoor Refreshment Area ("DORA").

WHEREAS, Council is committed to furthering economic development throughout the City of Cleveland Heights and creating a welcoming atmosphere for residents and visitors; and

WHEREAS, Ohio Revised Code, Section 4301.82 provides for the creation of DORA's, within which businesses with liquor permits may sell beer, wine, and intoxicating liquor for on-premises consumption **and** for consumption off-premises but within the DORA; and

WHEREAS, on April 15, 2024, Mayor Seren submitted an application to City Council in accordance with R.C. Section 4301.82 (B), seeking to have specified property within the City of Cleveland Heights designated as a DORA; and

WHEREAS, the creation of a DORA within the City of Cleveland Heights will generally strengthen economic development in the affected area of the city, not only within, but also in the vicinity of the DORA; and

WHEREAS, pursuant to R.C. 4301-82(F)(1), it is necessary for City Council to establish requirements of the DORA to ensure public health and safety within the area; and

WHEREAS, Council finds that the application meets the requirements of R.C. 4301.82(F); and

WHEREAS, Council has fulfilled the requirements contained in R.C. 4301.82(C) and R.C. 4301.82(F).

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

SECTION 1. City Council accepts the application as submitted, attached hereto, and hereby approves the creation of the Designated Outdoor Refreshment Area within the boundary area as described in the application, and specified by street addresses as described in the attached Application (Exhibit A), incorporated herein by reference.

SECTION 2. The Cleveland Heights Cedar-Lee Designated Outdoor Refreshment Area will encompass no fewer than two qualified permit holders, as identified in Section VI of the Application.

SECTION 3. To ensure public health and safety, and pursuant to R.C. 4301.82(F)(1), Sections III through VIII of the Application, incorporated herein by reference, include the following: the number of personnel needed to ensure public safety; the sanitation plan to help maintain the appearance and public health of the area; the number, spacing, and type of signage designating the area; and the hours of operation for the area.

SECTION 4. All alcohol served in the DORA shall be served solely in plastic cups as detailed in Section III of the Application to readily identify such alcoholic beverages as being permitted in the DORA during the times specified hereunder.

SECTION 5. Pursuant to R.C. 4301.82(H)(1), in five years Council shall conduct a review of the Cleveland Heights Cedar-Lee DORA and either approve the continued operation of the DORA or dissolve the area.

SECTION 6. Council may, at any time, amend or dissolve all or part of the Cedar-Lee DORA. The Mayor reserves the right to temporarily suspend the operation of the DORA at his or her discretion.

SECTION 7. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 8. 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 9. This Ordinance 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

APPLICATION TO THE CLEVELAND HEIGHTS CITY COUNCIL

for the establishment of a

CEDAR-LEE DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)

The Mayor of Cleveland Heights respectfully submits the following application to the Cleveland Heights City Council to approve and enact the Cedar-Lee Designated Outdoor Refreshment Area in accordance with Ohio Revised Code 4301.82.

____

Mayor Kahlil Seren

I. INTRODUCTION

Section 4301.82 of the Ohio Revised Code (ORC) authorizes municipalities under 50,000 in population to create up to three (3) Designated Outdoor Refreshment Areas (DORAs) up to 320 acres in size. The City of Cleveland Heights is a chartered Ohio municipal corporation with a population of 44,652 (2021). To consider the creation of a DORA, the Mayor of the City of Cleveland Heights is filing this application with the Cleveland Heights City Council, which meets certain statutory requirements. The application filing must be advertised in a newspaper of general circulation. If Council elects to hold a public hearing regarding the application, the date and time of the hearing shall be provided in the public notice of the receipt of the application by Council. Not earlier than 30 days, but not later than 60 days, after the initial publication of the notice, the City Council may approve or disapprove of the application by ordinance or resolution.

In summary, this application for a Cedar-Lee DORA would provide the following:

a. The DORA would ease or make more accessible outdoor dining in front of liquor permit holding establishments. It would allow such establishments to serve alcoholic beverages in a plastic cup pursuant to the law within a designated area during certain hours. Signage, sanitation, and safety requirements would be established by permits issued by the City as described in subsequent sections below.
b. The DORA would provide the ability for individuals to walk within the DORA boundaries with an alcoholic beverage purchased from a liquor permit holding establishment during permitted periods. Creation of the DORA would enable residents and visitors to Cedar-Lee to enjoy alcoholic beverages at designated indoor and outdoor spots throughout the business district in a safe and regulated manner.

Many cities throughout Ohio have realized measurable benefits with the implementation of DORAs. Cedar-Lee, as the largest business district in Cleveland Heights, is uniquely positioned as a hub of community activity to capitalize on this opportunity. The Office of the Mayor is confident that the DORA will not only enhance the entertainment and cultural appeal of the Cedar-Lee District as a destination, but it will also serve to enhance the economic appeal of Cleveland Heights. This is particularly true with the advent of The Marquee, a $60M mixed-use development underway within the District, which will be complete in 2025 bringing hundreds of new residents, retail offerings and a public green space to Cedar-Lee.

II. BOUNDARIES

The boundaries of the Cedar-Lee DORA are depicted in Attachment A.

The proposed boundary is outlined in a solid red line. This area is approximately 17.78 acres in size and includes all sidewalks within or abutting the boundary lines. The boundary would include all alleys and streets not listed as having establishments located on them.

III. SIGNAGE AND OFFICIAL CUP

The City of Cleveland Heights will supply Entrance/Exit signs to the DORA at the major district access points. The number, spacing and type of signage designating the DORA are indicated in Attachment B.

The signage on the left side of this graphic will be prominently displayed at these designated access points, with additional language that no alcoholic beverages are permitted beyond those points, as well as the designated days and hour permitted.

The signage on the right side of the graphic will be displayed at the district establishments to indicate their level of participation. Only approved establishments with appropriate licenses (see Section IV) who choose to participate in the program will be permitted to display the "Purchase DORA Beverages Here" signage.

In accordance with ORC 4301.82(F)(1)(g), beer, wine and intoxicating liquor shall only be consumed within the DORA as follows:

Beer, wine and intoxicating liquor shall be served and consumed in the DORA in specifically designated cups produced and provided by the Cedar Lee Special Improvement District, or other entity designated by the City, (the "Official Cup"). No other container will be permitted. All DORA beverages must be served in a new, unused, Official Cup. Only one (1) Official Cup per person will be permitted in the DORA. Used Official Cups must be disposed of before entering any establishment in the DORA. Official Cups shall hold no more than sixteen (16) fluid ounces and shall be composed of recyclable materials. The Cedar Lee Special Improvement District, or other entity designated by the City, shall supply the Official Cups and offer them to qualifying permit holders for purchase at cost. Each qualifying permit holder shall attach a fee of one dollar ($1.00) on every DORA beverage sold and accompanied by an Official Cup to help cover costs incurred.

IV. HOURS OF OPERATION

In accordance with ORC 4301.82(F)(1)(c), the hours of operation for the DORA will be as follows:

Monday-Thursday, 4-9pm
Friday, 4-11pm
Saturday, 12-11pm
Sunday, 12-8pm

V. NATURE OF ESTABLISHMENTS

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are listed below. The types of establishments located within the DORA are in primarily dining, retail, service, or office sectors.

Establishment Name	Address	Operating Hours
Retail		
Cedar Lee Bikes	2309 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tues-Sat 11am-7pm
CVS Drug Store	2160 Lee Road, Cleveland Heights, OH 44118	24 Hours
Twisted Minds	2150 Lee Road, Cleveland Heights, OH 44118	Sun 10am-10pm Mon-Wed 9am-10pm Thu-Sat 9am-11pm
All Makes Vacuum	2291 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Fri 10am-6pm Sat 10am-5pm
Kandy Doll Closet	2180 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-3pm Mon-Thu Closed Fri-Sat 10am-7pm
Marchant Manor Cheese	2211 Lee Road, Cleveland Heights, OH 44118	Sun 11am-5pm Mon-Tue Closed Wed-Sat 11am-7pm
Mitchell’s Fine Chocolates	2285 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Thu 10am-7pm Fri-Sat 10am-8pm
Dining and Beverage		
Anatolia	2270 Lee Road, Cleveland Heights, OH 44118	Sun 11am-10pm Mon Closed Tue-Thu 3pm-10pm Fri-Sat 11am-10pm
Best Gyros	2245 Lee Road, Cleveland Heights, OH 44118	Sun-Thu 10am-12am Fri-Sat 10am-3am
Boss Dog Brewing Company	2179 Lee Road, Cleveland Heights, OH 44118	Sun 11am-10pm Mon-Thu 4pm-12am Fri 4pm-2am Sat 11am-2am
Callaloo Café	2134 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Sat 1pm-1am
CLE Urban Winery	2180B Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Fri 4pm-10pm Sat 12pm-10pm

Dewey’s Pizza	2194 Lee Road, Cleveland Heights, OH 44118	Sun 4pm-9pm Mon-Thu 11am-9pm Fri-Sat 11am-10pm
Kensington Pub	2250 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 5pm-2am
Lee’s Seafood Boil	2201 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-9pm Mon-Wed 4pm-9pm Thu 12pm-9pm Fri-Sat 12pm-10pm
Market on Lee	2256 Lee Road, Cleveland Heights, OH 44118	Sun-Mon 11am-5pm Tue-Sat 11am-8pm
Marotta’s	2289 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 4pm-9pm
Meraki Cocktail Cafe	2195 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Thu 4pm-12am Fri-Sat 4pm-1am
Cozumel	2196 Lee Road, Cleveland Heights, OH 44118	Sun-Mon TBD Tue-Sat TBD
Momo’s Kebabs	2199 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue 5pm-9pm Wed-Sat 12pm-9pm
New Heights Grill	2209 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-10pm Mon-Sat 11am-11pm
Nubeigel	2254 Lee Road, Cleveland Heights, OH 44118	Sun 8am-1:30pm Mon-Fri 7:30am-1:30pm Sat Closed
Phoenix Coffee	2287 Lee Road, Cleveland Heights, OH 44118	Sun 8am-5pm Mon-Fri 7am-6pm Sat 8am-6pm
Rudy’s Pub	2191 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 12pm-10pm
Social Room	2261 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 4pm-2am
Sophia La Gourmande	2275 Lee Road, Cleveland Heights, OH 44118	Sun-Tue Closed Wed-Sat 9am-4pm
Stone Oven	2257 Lee Road, Cleveland Heights, OH 44118	Sat-Sun 8am-5pm Mon-Fri 7am-5pm
Taste	2317 Lee Road, Cleveland Heights, OH 44118	Sun 5pm-9pm Mon-Thu 5pm-10pm Fri-Sat 5pm-11pm
The Sweet Fix	2307 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Thu pam-4:30pm Fri 9am-7:30pm Sat 12pm-5pm
The Tavern Company	2299 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Thu 5pm-12am

		Fri-Sat 5pm-2am
The Wine Spot	2271 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-8pm Mon 1pm-8pm Tue-11am-8pm Wed-Sat 11am-10pm
Voodoo Brewery CLE	2279 Lee Road, Cleveland Heights, OH 44118	Sun 11am-5pm Mon-Tue Closed Wed-Thu 4pm-10pm Fri 4pm-11pm Sat 11am-11pm
Zoma Ethiopian Restaurant	2240 Lee Road, Cleveland Heights, OH 44118	Sun 3-8pm Mon Closed Tue-Fri 12-2pm, 4-9pm Sat 12pm-9pm
Services		
Cedar-Lee Theater	2163 Lee Road, Cleveland Heights, OH 44118	Sun-Mon 1:45pm-9pm Tue-Wed Closed Thu-Sat 1:45pm-9pm
Bryan’s Marathon	2294 Lee Road, Cleveland Heights, OH 44118	24 Hours
Truenorth Shell Gas Station	2310 Lee Road, Cleveland Heights, OH 44118	Sub-Sat 6am-12am
Westwork Architectural Studio	2169 Lee Road, Cleveland Heights, OH 44118	By Appointment
Heights Uptown Barbershop	2244 Lee Road, Cleveland Heights, OH 44118	Mon Closed Sun, Tue-Sat 7am-7pm
Lee Road Dog Grooming	2246 Lee Road, Cleveland Heights, OH 44118	By Appointment
Lotus Flower Yoga	2319 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Sat 11:30am-4:30pm
Modern Edge Salon	2255 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Fri 10am-6pm Sat 8am-3pm
Two Brothers Beauty Supply	2203 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Fri 11am-7pm Sat 11am-6pm
Office/Other		
Heights Arts Gallery	2175 Lee Road, Cleveland Heights, OH 44118	Sun 12om-5pm Mon-Thu 1pm-7pm Fri-Sat 12pm-8pm
Christian Science Reading Room	2252 Lee Road, Cleveland Heights, OH 44118	Sat-Sun Closed Mon-Fri 10am-4pm
Funny Times	2176 Lee Road, Cleveland Heights, OH 44118	Sat-Sun Closed Mon-Fri 9am-5pm
SGI-USA Cleveland Buddhist Center	2255 Lee Road, Cleveland Heights, OH 44118	Sun 9am-4pm Mon 9am-2pm, 4pm-9pm

		Tue-Wed 9am-2pm Thu 9am-2pm, 6pm-9pm Fri 9am-2pm Sat 9am-4pm

In accordance with ORC 4301.82(b)(4), the uses of land within the DORA is fall within the City's C2-X Multiple-Use zoning and is in accordance with Future Land Use Map contained in the 2017 adopted City of Cleveland Heights Master Plan. No properties within the DORA are zoned "Residential" as defined by Codified Ordinances of City of Cleveland Heights.

VI. QUALIFYING PERMIT HOLDERS

In accordance with ORC 4301.82(D(2), the DORA will encompass the following (not fewer than two) qualified permit holders as defined by ORC 4301.82(A), further identified as follows:

	Business Name	DBA	Address	Permit Type(s)	Permit #
1	Primo Vino LLC	CLE Urban Winery	2180B Lee Rd, Cleveland Heights, OH 44118	A2, A1A, B2A, S1, D6	7085874
2	AED Enterprises	Dewey's Pizza	2194 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D6	0066124-004D
3	TRICAT LLC	Voodoo Brewery CLE	2279 Lee Rd, Cleveland Heights, OH 44118	D5, D6	9046447
4	Boss Dog Brewing Company LLC	Boss Dog Brewing Co.	2179 Lee Rd, Cleveland Heights, OH 44118	A1C, A1A, D6	852022
5	Heights Arts Collaborative LLC	Heights Arts	2175 Lee Rd, Cleveland Heights, OH 44118	D5H	3716845
6	AEF Healthcare Consultants Inc.	The Wine Spot	2271 Lee Rd, Cleveland Heights, OH 44118	D5, D6	0003527-001D
7	TBD	Cozumel	2196 Lee Rd, Cleveland Heights, OH 44118	TBD	TBD

8	Armington Tavern LLC	Tavern Company	2299 Lee Rd, Cleveland Heights, OH 44118	D2, D2X, D3, D3A, D6	270615
9	Anatolia on Cedar Ltd	Anatolia Café	2270 Lee Rd, Cleveland Heights, OH 44118	D5, D6	0186009-0005
10	Seamus Marotta Inc	Marotta's	2289 Lee Rd, Cleveland Heights, OH 44118	D5, D6	7939372
11	Kathmandu Inc	Taste	2317 Lee Rd, Cleveland Heights, OH 44118	D5, D6	4509591-0010
12	Playa Inc	The Social Room	2261 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D3, D3A, D6	6959296
13	POE KING LLC	Kensington Pub	2250 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D3, D3A, D6	7008855
14	Big Greek	Best Gyros	2245 Lee Rd, Cleveland Heights, OH 44118		
15	Marchant Manor LLC	Marchant Manor Cheese	2211 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D6	5528726
16	Kral and Faller LLC	New Heights Grill	2209 Lee Rd, Cleveland Heights, OH 44118	D2, D2X, D3, D3A, D6	4845441
17	Market on Lee LLC	Market on Lee	2256 Lee Rd, Cleveland Heights, OH 44118	C1, C2	5442256
18	Rudy’s Pub LLC	Rudy’s Pub	2191 Lee Rd, Cleveland Heights, OH 44118	D5, D6	7583540
19	Boiling Seafood LLC	Lee’s Seafood Boil	2201 Lee Road, Cleveland	D1, D2, D3	0790564-0005

			Heights, OH 44118		

VII. PUBLIC HEALTH & SAFETY PLAN

In accordance with ORC 4301.82(B)(5) and (F)(1) (d), the proposed requirements for the purpose of ensuring public health and safety within the DORA shall include the following:

City of Cleveland Heights DORA Safety Plan:
The Safety Plan will help maintain public safety within the DORA and designate the number of personnel needed to execute the Safety Plan. This will be accomplished in the following manner:

Current Public Safety personnel are adequate to maintain public safety within the DORA district. The City of Cleveland Heights Police Department (CHPD) currently has scheduled shifts which will enable it to maintain public safety within the DORA. CHPD has flexibility when deploying resources and has years of experience dealing with Cleveland Heights and Cedar-Lee events, such as Music Hop and Candy Crawl/Halloween Festival and other individual bar/venue events which draw large crowds throughout the year.

Public Safety staffing for the DORA would consist of the following:

1. Use of currently scheduled shifts of CHPD, giving them the ability to actively patrol the DORA and have a visible presence in the assigned area.
2. During pre-planned or known special events that will increase the activity in the DORA area, the CHPD will seek organizations involved with the events to help supplement the manning needed to effectively police the DORA area. CHPD will seek payment from such organizations for extra duty officer(s) as needed. The officer(s) primary responsibility would be the core business district where the DORA is located.
3. All Supervisors of Officers in Charge have the flexibility to call in additional staffing for emergency situations or if large crows start to get out of control.

Beginning with the commencement of the DORA and continuing for a period of three (3) consecutive months, the Mayor of Cleveland Heights and the CHPD Chief of Police shall meet monthly to review the Safety Plan herein. The purpose of this meeting will be to determine whether updates, modifications, or supplementation may be advisable or required; and, in said event, such changes shall be presented to the Cleveland Heights City Council for consideration and implementation. At the end of the three-month pilot phase, Cleveland Heights City Council will have the option to continue or discontinue the DORA.

Ensuring Compliance with Liquor Laws:
As consumers purchase their first drink on a given day at a qualified permit holder within the DORA, they will be required to provide proof of age for themselves and anyone for whom they are purchasing an alcoholic beverage. The qualified permit holder will provide wristbands for each

person and ensure they are placed on their wrists prior to leaving the establishment. The Cedar Lee Special Improvement District, or other entity designated by the City, will produce and provide wristbands to permit holders for purchase at cost. The wristbands must be worn until leaving the DORA for the day. The presence of the wristbands will assist CHPD in determining that no minors are carrying or consuming alcoholic beverages. Official Cups used for DORA beverages will also display a logo (see Section II). These cups will only be used by those of legal age eligible to wear wristbands that will provide additional visual confirmation for law enforcement.

In accordance with 4301.82(B)(5), additional rules and requirements for the purpose of ensuring public health and safety within the DORA are as follows:

1. Beer, wine, and intoxicating liquor may only be served and consumed in an Official Cup.
2. A person may have in the person's possession one (1) Official Cup of beer, wine or intoxicating liquor at a designated indoor or outdoor location within the DORA, purchased only from a qualified permit holder within the DORA.
3. No person shall enter the premises of an establishment within the DORA while possessing an Official Cup of beer, wine or intoxicating liquor acquired elsewhere.
4. No person shall possess an opened container of beer, wine or intoxicating liquor while being in or on a motor vehicle within the DORA.
5. In addition to all other rights and remedies pursuant to law, qualified permit holders are required to enforce all applicable rules, standards and requirements set forth in this application will constitute a failure to satisfy the public health and safety requirements of the DORA, and shall constitute adequate grounds for the permit holder will lose the privilege to participate as a qualified permit holder.

Special Events:
The City of Cleveland Heights requires that each special event using City property receive a permit from the City. As in the City's practice, each event will be reviewed as required in the Codified Ordinances of the City of Cleveland Heights. Permit requirements may differ between events depending on their size, layout, use of right of way, and program. However, each event will be reviewed to ensure that adequate sanitation, signage and public safety requirements are established. The necessity for portable bathrooms, handicap accessibility, pedestrian mobility, police, fire, and emergency medical ingress and egress, crows control DORA boundary management and trash management (dumpsters, cans, pickup, etc.) will be addressed. Event organizers may be required to pay for special duty officers or overtime for public service or safety workers in necessary, to ensure adequate health, public and safety requirements. If the special event includes the sale of alcoholic beverages, the event organizers can require that the City suspend the DORA for the duration of the special event.

Amendments and Possible Revocation:
The Mayor, City Staff, and Business District stakeholders will regularly meet to discuss the impacts of the DORA and recommend potential changes to Council including hours and days of operation up to and including the possible revocation of the DORA if its negatives are considered to outweigh its benefits or if it is no longer considered to be an economic benefit to the City. Cleveland Heights City Council will have the final say in enacting any changes to the DORA.

VIII. SANITATION PLAN

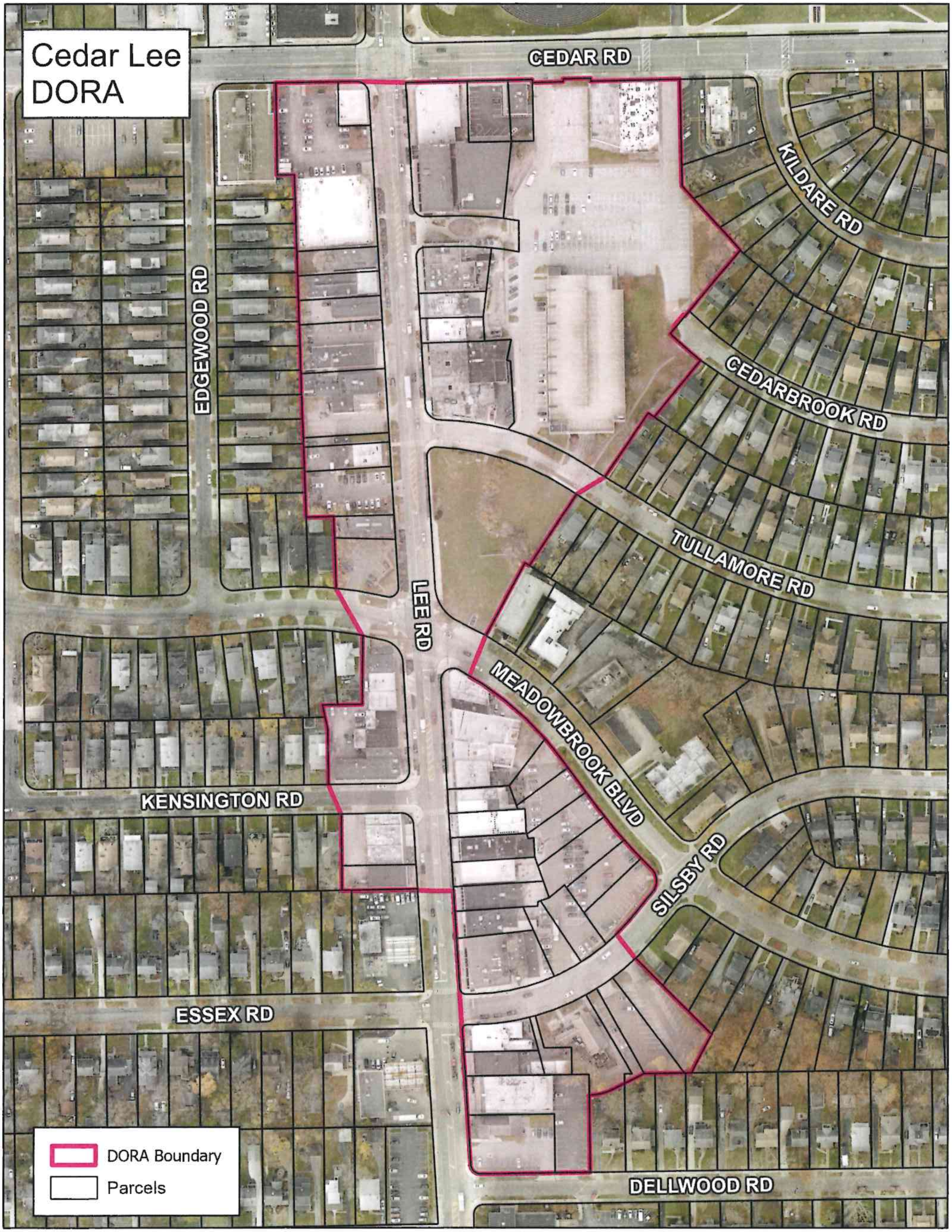
In accordance with ORC 4301.82(B)(5), (F)(1)(e) and (F)(1)(f), the following Sanitation Plan will help maintain the appearance and public health of the DORA as follows:

City of Cleveland Heights Department of Public Works staff would augment as needed the commercial trash collection contracted by the City. Additional permanent trash cans would be installed to collect the DORA cups. Staffing levels, trash cans and recyclable bins would be monitored and adjusted as needed.

The Director of Public Works for the City of Cleveland Heights has determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health of the DORA. Attachment B shows the current location of City trash receptacles.

Attachment A

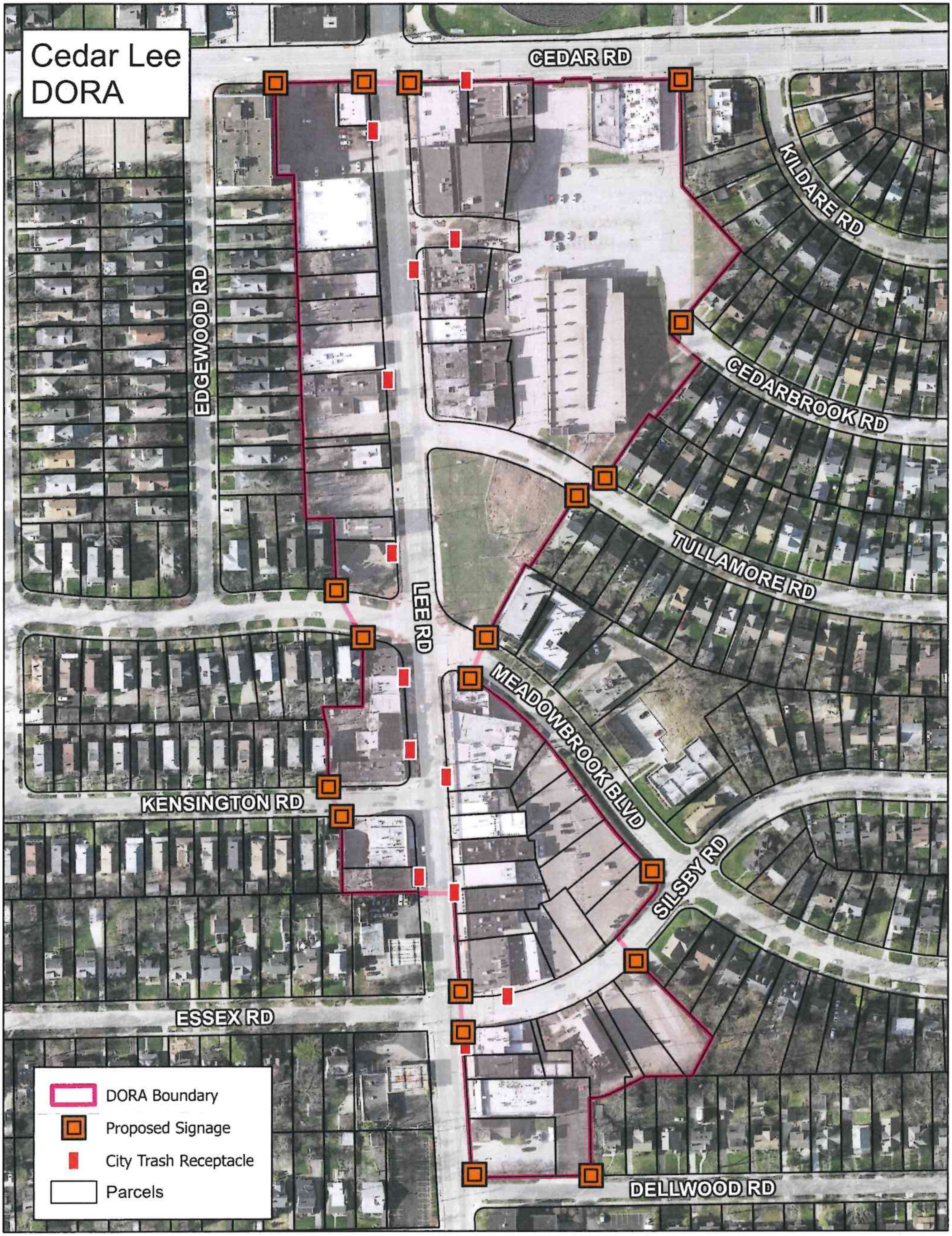
Map of Boundaries of the DORA


Cedar Lee
DORA
CEDAR RD
KILDARE RD
EDGEWOOD RD
CEDARBROOK RD
TULLAMORE RD
LEE RD
MEADOWBROOK BLVD
SILSBY RD
KENSINGTON RD
ESSEX RD
DELLWOOD RD
DORA Boundary
Parcels

Attachment B

Map of Locations of Proposed DORA Signage

and Current Location of City Trash Receptacles


Cedar Lee
DORA
CEDAR RD
KILDARE RD
EDGEWOOD RD
CEDARBROOK RD
TULLAMORE RD
LEE RD
MEADOWBROOK BLVD
KENSINGTON RD
SILSBY RD
ESSEX RD
DELLWOOD RD
DORA Boundary
Proposed Signage
City Trash Receptacle
Parcels