ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, DECEMBER 1, 2026
6:30 P.M.

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. AN ORDINANCE AUTHORIZING THE MAYOR, TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROOK PARK AND HSG BP DEVELOPMENT, LLC, FOR THE DESIGN AND FUNDING OF THE CONSTRUCTION OF ROADWAYS AND PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT SALVATORE.

* 2. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE CITY OF BROOK PARK TO BE A PUBLIC PURPOSE; AUTHORIZING THE EXEMPTION OF SUCH REAL PROPERTY FROM REAL PROPERTY TAXATION; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS AND THE URBAN RENEWAL PROJECT TO BE UNDERTAKEN THAT WILL DIRECTLY BENEFIT ALL SUCH REAL PROPERTY; REQUIRING THE PROPERTY OWNERS OF CERTAIN REAL PROPERTY TO MAKE URBAN RENEWAL SERVICE PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE ESTABLISHMENT OF AN URBAN RENEWAL DEBT RETIREMENT FUND FOR THE DEPOSIT OF CERTAIN URBAN RENEWAL SERVICE PAYMENTS; AUTHORIZING THE EXECUTION OF AN URBAN RENEWAL DEVELOPMENT AGREEMENT WITH THE OWNERS OF CERTAIN REAL PROPERTY; AND AUTHORIZING THE EXECUTION OF A COMPENSATION AGREEMENT WITH THE BOARD OF EDUCATION OF BEREA CITY SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF POLARIS CAREER CENTER; AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT SALVATORE.

3. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARE AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT SALVATORE.

4. AN ORDINANCE AUTHORIZING THE MAYOR TO HIRE BEVERLY A. MEYER, PARTNER AT THE LAW FIRM OF "BRICKER GRAYDON WYATT LLP", TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR, FOR LABOR MATTERS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT SALVATORE.

5. 2027 CAUCUS-COUNCIL MEETING SCHEDULE

*** IV. <u>SERVICE C0MMITTEE – CHAIRMAN, COUNCILMAN GONZALEZ:</u>**

1. AN ORDINANCE AUTHORIZING THE MAYOR, TO EXECUTE THE PRELIMINARY LEGISLATION AND TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROOK PARK AND THE OHIO DEPARTMENT OF TRANSPORTATION, FOR THE CUY IR 071/VAR 08.84 BROOK PARK PROJECT (PID 125149), AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

V. <u>ADJOURNMENT</u>

POSTED 11/25/26

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CA Prior 12/1/26
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CITY OF BROOK PARK, OHIO

ORDINANCE NO.

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR, TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROOK PARK AND HSG BP DEVELOPMENT, LLC, FOR THE DESIGN AND FUNDING OF THE CONSTRUCTION OF ROADWAYS AND PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS, AND DECLARING AN EMERGENCY

WHEREAS, the City intends to collaborate with the Developer for the construction, development, and improvement of portions of the Project and Improvements in order to enhance and promote the City's economic development, recreation, governmental operations, and culture by means of entering into the Public Infrastructure Professional Services And Funding Agreement between the City of Brook Park and HSG BP Development, LLC for the design and funding of the construction of roadway and pedestrian infrastructure improvements in the City Of Brook Park, Cuyahoga County, Ohio, the form of which is attached hereto and incorporated herein by reference as **ATTACHMENT A** (the "Agreement"); and

WHEREAS, the City Council has determined that it is in the best interest of the City of Brook Park to enter into an agreement between the City of Brook Park and HSG BP Development, LLC for the design and funding of the construction of roadways and pedestrian infrastructure improvements.

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

SECTION 1: This Council does hereby find and determined that the Project and Improvements are consistent with the City's efforts to enhance and promote the City's transportation, economic development, recreation, governmental operations, and culture.

RECEIVED
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BROOK PARK CITY COUNCIL

SECTION 2: This Council hereby approves the execution and delivery of the Agreement, substantially in the form attached to this Ordinance as **ATTACHMENT A**, together with such changes as shall not be materially adverse to the City and as may be approved by the officer or officers of the City executing the same. The Mayor, the Finance Director, and the Law Director, their designees, and other appropriate officers of the City, individually or collectively, are hereby authorized and directed to execute and deliver, for and in the name and on behalf of the City, the Agreement, together with such changes thereto as shall not be materially adverse to the City. The execution of the Agreement by a duly authorized officer or officers of the City shall evidence conclusively that any such changes are not materially adverse to the City and that any conditions to its execution and delivery have been satisfied.

SECTION 3: This Council hereby declares that the Mayor, the Finance Director, and the Law Director, their designees, and other appropriate officers of the City, individually or collectively, are authorized and directed to negotiate and execute any other documents, instruments or certificates with terms that are not materially adverse to the City and take such actions as are necessary or appropriate to consummate or implement the actions described in, or contemplated by, this Ordinance, the Agreement, or as may be required by the Constitution and laws of the State of Ohio and the Ohio Revised Code and shall comply with all requirements of applicable law. The execution of a document or instrument by a duly authorized officer or officers of the City, including the Agreement, shall evidence conclusively that any such changes are not materially adverse to the City and that any conditions to the execution and delivery of the document have been satisfied.

SECTION 4: The money needed for the aforesaid transactions shall be paid or reimbursed by HSG BP Development, LLC, and in accordance with the terms and conditions set forth in **ATTACHMENT A**. Fund 243, Economic Development, shall be utilized to facilitate and account for the necessary financial transactions.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, in order to authorize the timely execution of the agreement as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ APPROVED: _____
CLERK OF COUNCIL MAYOR

_____
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

DIRECTOR OF LAW

EXHIBIT "A"

PUBLIC INFRASTRUCTURE PROFESSIONAL SERVICES AND FUNDING AGREEMENT BETWEEN THE CITY OF BROOK PARK AND HSG BP DEVELOPMENT, LLC FOR THE DESIGN AND FUNDING THE CONSTRUCTION OF ROADWAY AND PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF BROOK PARK, CUYAHOGA COUNTY, OHIO

This "Agreement" is made effective as of _____, 2026 (the "Effective Date") by and between the City of Brook Park, a political subdivision organized under the laws of the State of Ohio (the "State") acting by and through its Mayor ("City"), HSG BP Development, LLC, a Delaware limited liability company registered to conduct business in the State ("HSG" or "Developer"). Each may be referred to singularly as "Party" and collectively will be referred to as the "Parties."

RECITALS

WHEREAS, HSG, or an affiliate thereof, is the current fee simple owner of property located in the City of Brook Park, Cuyahoga County, as more fully described in Exhibit A, including any subsequent combinations or subdivisions (the "Parcels" or the "Development Site"); and

WHEREAS, Developer, or an affiliate thereof, is in the process of developing the Parcels for a transformational major sports facility mixed-use project (the "Development"), as that term is used and defined in Ohio Revised Code § 123.28, as amended by Ohio House Bill 96; and

WHEREAS, in connection with the Development, City submitted a Transportation Review Advisory Council Funding Application to the Ohio Department of Transportation ("ODOT") on May 30, 2025 (the "TRAC Application"). The TRAC Application identifies and describes certain improvements required to maintain an acceptable level of service on roads and walkways servicing the Development Site and the surrounding area, more fully described in Exhibit B, attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, in connection with the Development, City submitted an application to the U.S. Department of Transportation for 2026 BUILD grant funding (the "BUILD Grant") to cover a portion of the Improvement Costs (herein defined), as more fully set forth in City's Resolution 2-2026, approved by Council for the City on February 10, 2026; and

WHEREAS, City intends to enter into an ODOT-Let Project Agreement in form and substance reasonably acceptable to Developer ("OLPA") with ODOT for the construction of the Improvements (OLPA Agreement Number 44464), whereby ODOT or an assignee, agent, contractor, or subcontractor will construct the Improvements, City will allow access to City-owned rights-of-way or easements for construction of the Improvements, and City will assume responsibility for any and all costs and expenses associated with construction, installation, maintenance, repair, improvement, and other services related to the Improvements as described therein, except for any maintenance for which ODOT has agreed to assume the responsibility; and

WHEREAS, Developer has agreed to be responsible for the payment of all fees, costs and expenses directly relating to the design and construction of the Improvements described in the Project Documents, including, but not limited to, all cost overruns and contractor claims to the extent chargeable to the City under the OLPA (the "Improvement Costs"); provided, however, Developer's responsibility for the payment or reimbursement of Improvement Costs shall be offset to the extent ODOT or the City receive other public or private funding, or any source acknowledged as received by ODOT for purposes of the OLPA, including but not limited to, the TRAC Application and the BUILD Grant (collectively, "Public Improvement Cost Funding"); and provided that the City shall be responsible, and Developer shall have the

right to seek reimbursement from the City, for City-Caused Improvements Costs, in accordance with the terms of this Agreement; and

WHEREAS, City is willing to coordinate with Developer in regard to state and federal grant applications and the installation of the Improvements, so long as Developer fulfills its obligations under this Agreement, grants the oversight and approval rights contemplated herein to City and other parties or agencies having jurisdiction over the Improvements, and otherwise complies with applicable laws and regulations relating to the Improvements and the OLPA; and

WHEREAS, transfer of ownership of the Development Site and/or the Improvements to the State of Ohio, ODOT, City, Cuyahoga County, the Brook Park New Community Authority organized under Ohio Revised Code Chapter 349, or some other governmental entity or State agency (each a "Governmental Entity" and collectively, "Governmental Entities") is not intended to release Developer of its obligations hereunder; and

WHEREAS, City, StadCo and Developer entered into that certain Pre-Development Agreement dated as of April 29, 2026 (the "Pre-Development Agreement"), pursuant to which Developer agreed to advance certain funds for the payment of expenses to be incurred by the City in connection with the Development; and

WHEREAS, City Council passed Ordinance No. [_____] on [_____, 2026], which ordinance (a) acknowledges that the financing, development, design, construction and operation of the Improvements will confer substantial benefits, supporting jobs, tourism and revenues, along with significant qualitative benefits, upon City and its constituents, while encouraging significant development in the surrounding area, (b) approves the form of this Agreement and OLPA and the other agreements relating to the OLPA and Improvements to which City is a party, and (c) authorizes the Mayor of the City to enter into this Agreement, the OLPA Agreement and the other agreements relating to the OLPA Agreement and the Improvements to which the City is a party on behalf of City and to take or cause to be taken all necessary and proper actions to effectuate the intent of this Agreement, the OLPA Agreement and the other agreements relating to the OLPA Agreement and Improvements to which the City is a party (the "OLPA Legislation").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto for themselves and their respective legal representatives, successors, and assigns do hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF PARTIES

1.1 Payment for Improvement Costs.

1.1.1 Developer shall be solely responsible to pay or reimburse, or cause the payment or reimbursement of, all Improvement Costs. In furtherance thereof, Developer shall fund directly to ODOT the estimate of Improvement Costs to the extent required under the OLPA to be held by ODOT in accordance with the terms and conditions of the OLPA Legislation and the OLPA (the "Improvement Cost Deposit"). If ODOT returns any portion of the Improvement Cost Deposit to the City, either after ODOT's receipt or acknowledgement of any Public Improvement Cost Funding, after bidding of contracts relating to the Improvements, or otherwise at any other time, then City shall, no later than ninety (90) days after receipt or thirty (30) days after written request by Developer, return all such portions of the Improvement Cost Deposit to Developer, with the City taking any required legislative action, including, but not limited to, if necessary, the

appropriation of sufficient funds to return such portions of the Improvement Cost Deposit to Developer pursuant to this Agreement.

1.1.2 Developer, either directly or through Developer's consultants, shall provide City, or ODOT as City's designee, with projections of any and all costs and expenses anticipated to make up the Improvement Costs and, to the extent not included in the Improvement Costs, the costs of any utility relocation or real property or right-of-way acquisition costs in accordance with this Agreement.

1.1.3 City shall contribute funds received, or otherwise within the City's control, from the BUILD Grant and any other federal, state, and non-City local funding sources designated for the Improvements, provided, that Developer shall provide any required local matching funds required by the terms of the BUILD Grant. For the avoidance of doubt, Developer is responsible for paying for the Improvements Costs not covered by the BUILD Grant, and for providing ODOT or City, as the case may be, with any and all funds for Improvement Costs required by ODOT or the U.S. Department of Transportation to receive the award of the BUILD Grant.

1.1.4 The Parties shall cooperate on the submission of additional applications for, and use all commercially reasonable efforts to obtain additional, State, Federal and any other non-City funding sources or programs that might provide funding towards the Improvement Costs, as reasonably determined by City and Developer.

1.1.5 The Parties acknowledge that ODOT must receive the Improvement Cost Deposit in advance of selling the construction contracts for the Improvements to the lowest bidder. Developer shall, as part of making the Improvement Cost Deposit, provide ODOT with the local matching funds that ODOT requires as part of the TRAC Application.

1.2 Other City Costs. Developer shall reimburse City for its reasonable, actual, and documented out-of-pocket expenses and costs incurred in connection with the construction of the Improvements, exclusive of the following: (a) any legal or financial fees, costs or expenses (other than as contemplated by Section 1.3 below); and (b) City-Caused Improvement Costs.

1.3 Rights-of-Way; Easements. Developer and City, as applicable, shall cooperate to obtain and provide the applicable Governmental Entity with all real property, rights-of-way and easements, including any temporary, aerial or utility easements, needed for construction of the Improvements, whether or not located on the Development Site. Upon Developer's approval, not to be unreasonably withheld, conditioned, or delayed, of the price and terms of any negotiated acquisition of any right-of-way, easement or license, Developer shall fund the acquisition costs of such rights-of-way, easements or license required by the Project Documents. Developer's obligation to fund acquisition costs under this Section shall be reduced by any Public Improvement Cost Funding applied to such acquisition costs to the extent Public Improvements Cost Funding is available. If the Improvements require acquisition of additional real property, rights-of-way or easements not reflected in the Project Documents, then Developer and City shall cooperate to obtain or cause to be obtained the real property, rights-of-way or easements required for construction of the Improvements. If City is required to use eminent domain or quick take on unwilling property owners or on property owners demanding above-market prices, then Developer shall reimburse the City for all of City's reasonable and documented out-of-pocket expenses incurred during any eminent domain or quick take proceedings or otherwise associated with the City's use of eminent domain or quick take. It is agreed by the Parties that in connection with acquisition of real property, rights-of-way or easements for construction of the Improvements, property owners will be paid fair

market value compensation (as determined by third-party appraisal by M.A.I appraiser and in accordance with the requirements of the OLPA or by eminent domain or quick take proceedings, as the case may be) by Developer or by City with reimbursement from Developer. The Parties acknowledge that property owners may voluntarily agree to donate or sell such real property, rights-of-ways or easements to Developer or a Governmental Entity, all subject to applicable eminent domain or quick take proceedings. Developer shall convey the rights-of-way, including any necessary additional property not currently part of the Development Site, but later obtained by Developer, to the appropriate Governmental Entity by warranty instrument providing the same type of property interest as Governmental Entities hold in the existing rights-of-way in the area surrounding the Development Site. Developer shall warrant that all conveyances of real property by Developer to Governmental Entities are free and clear of any and all liens and encumbrances, except to the extent approved by such Governmental Entities. Developer shall provide that each right-of-way is recorded per the Project Documents and Developer shall pay all normal and customary costs associated with such recordation of the rights-of-way. In recording conveyance instruments contemplated herein, Developer shall report the conveyance as exempt from payment of any conveyance fee as a conveyance to a Governmental Entity. Developer shall ensure that all real property, easements and rights-of-way obtained pursuant to the Project Documents or this Agreement, including but not limited to aerial easements and utility easements, allow for construction, as well as future access for inspection and maintenance, and are obtained in accordance with all applicable rules, laws and regulations. If applicable, consultants retained by Developer shall be responsible for City's obligations for rights-of-way and easements required by Section 7 of the OLPA with respect to real property, rights-of-way or easements acquired by Developer. Fees and costs of such consultants shall be paid for by Developer. To the extent consultants retained by Developer are unable to fulfil these obligations, Developer shall reimburse City for all documented reasonable costs related to City engaging the required consultants. Developer and City acknowledge that not all real property, rights-of-way and easements necessary to construct the Improvements have been acquired as of the Effective Date, including, but not limited to, rights of way required for the pedestrian bridge and the at-grade crossing over CSX railroad tracks along Engle Road (the "Delayed ROWs"). Developer and City shall cooperate and use all reasonable efforts to obtain all Delayed ROWs. Construction of all such Improvements requiring Delayed ROWs, subject to ODOT approval, shall be suspended until acquisition of the applicable Delayed ROWs. By mutual agreement of the Parties, Developer, or City, as the case may be, shall acquire the Delayed ROW in accordance with the terms of this Agreement. If any Delayed ROW is not obtained by the Parties before the date required by ODOT prior to sale and bid of any of the Improvements, then, at the direction or requirement of ODOT, the Improvements impacted by such Delayed ROW shall be removed from the OLPA. Developer shall, at the direction of ODOT, fund and facilitate construction of the Improvements not impacted by the Delayed ROW. Developer shall cause the completion of the Improvements impacted by any Delayed ROWs within a reasonable period of time after the acquisition of the applicable Delayed ROWs and approval by the City, Developer, and all Impacted Parties of the plans, specifications and costs of such impacted Improvements, subject to the approval of ODOT and other agencies having jurisdiction over the Improvements.

1.4 Taxes, Conveyance Costs, and Ancillary Expenses. Developer shall pay all real estate taxes associated with the Improvements owned by Developer or a private third-party prorated through the date of transfer or dedication to a Governmental Entity, if applicable, as well as all customary third-party costs associated with such transfer and recording of the same, including surveys, title investigations, environmental studies, and other due diligence activities, which City might deem necessary in its reasonable discretion.

1.5 Project Documents.

1.5.1 Developer shall provide, or cause to be provided, all services necessary to prepare and complete the design, including all plans and specifications, environmental clearance, and procurement documents for the Improvements (the "Project Documents") as determined by ODOT under the OLPA or as reasonably required by the City or an Impacted Party. City and Developer acknowledge that the City, ODOT and Developer have prepared a preliminary list of Project Documents provided for convenience and reference in Exhibit C (the "Initial Project Documents"), however the City and Developer acknowledge that the list of Initial Project Documents is for informational purposes only and a final list of Project Documents is unknown and cannot be known as of the Effective Date. Developer shall pay, or cause to be paid, all costs associated with drafting, revising, and preparing the Project Documents to the extent required by ODOT.

1.5.2 Developer shall cause Osborn to submit Project Documents for approval to City and to any impacted utility companies, adjacent railroad companies, ODOT, or the State (each an "Impacted Party") in a format reasonably requested by City or an Impacted Party, if applicable. All Project Documents submitted to the City or other Impacted Party shall be based upon the Initial Project Document or Project Documents approved by Developer, the City and ODOT. The Project Documents must provide sufficient detail regarding the Improvements in order for the City or an Impacted Party to determine compliance with normal and customary standards required by such City or Impacted Party, as the case may be. For ODOT-let projects, the Project Documents must be approved by (i) ODOT in accordance with the OLPA; and (ii) the Impacted Parties. If City or an Impacted Party request modification(s) of the Project Documents in order for the Project Documents to comply with such normal and customary standards, then Developer shall timely make such modification(s) to the Project Documents as requested by City or Impacted Party and promptly seek approval of such modification(s) of the Project Documents from City and Impacted Party. Developer shall fulfill and comply with ODOT standards for environmental evaluations, design, plan preparation ROW acquisitions, utility relocation, and other processes as more fully set forth in ODOT's Design Reference Resource Center. City and Developer shall cooperate and use all reasonable efforts to cause the Project Documents to be approved by ODOT and each such Impacted Party in a reasonably timely manner.

1.5.3 To the extent Developer or consultants retained by Developer are unable to fulfil the obligations of the City under Sections 4 and 5 of the OLPA, Developer shall reimburse City for all documented costs related to City engaging the required consultants. All agreements between Developer and its consultants relating to the Improvements shall incorporate the terms of the OLPA as required by the OLPA, or such rights required by ODOT under the OLPA shall otherwise be secured by Developer from its consultants, including, but not limited to, Section 12 of the OLPA addressing copyrights and rights to the design work product and other intellectual properties.

1.6 Ancillary Construction. Developer and City shall cooperate to identify any measures appurtenant to the Improvements required in connection with the completion of the Improvements but not required by the Project Documents or ODOT under the OLPA ("Ancillary Construction"). All such Ancillary Construction shall be subject to Developer's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed. If approved by Developer, then Developer shall be responsible for all reasonable design and construction costs, and any additional right-of-way costs, relating to such Ancillary Construction. Ancillary Construction within a public right of way or easement or otherwise connected to any public utility shall be dedicated by Developer to City or other Impacted Party and maintained after such dedication in accordance with the terms hereof. Developer shall not begin construction activities on measures appurtenant to the Improvements or Ancillary Construction until (i) the documents and materials relating to such

Ancillary Construction have been approved by City; and (ii) Developer has received the permits and all necessary approvals and authorizations for construction of Ancillary Construction. This Section is intended to specifically exclude construction of the Improvements, construction detailed in the Project Documents, and construction covered by an ODOT-let project.

1.7 Funding Guaranty; Letter of Credit. In furtherance of funding and completion of the Improvements, Developer shall directly pay the Improvement Costs to ODOT, including, but not limited to, the Improvement Cost Deposit. For the avoidance of doubt, Developer shall provide all financial resources necessary to fully fund the Improvement Costs pursuant to the OLPA. Developer shall deposit the Improvement Cost Deposit with ODOT in accordance with the OLPA Legislation and the OLPA. If at any time after the execution of the OLPA and after Developer funds the Improvement Cost Deposit to ODOT, ODOT requires additional funding of Improvement Costs for change orders or cost overruns (an "ODOT Change Order Demand"), then Developer shall provide such additional Improvement Costs to ODOT within ten (10) days after such funds are requested by ODOT. In order to secure Developer's obligation to fund an ODOT Change Order Demand, Developer shall deliver to the City an irrevocable letter of credit ("LOC") in the amount of $4,000,000 and in form and substance, and from a financial institution, reasonably acceptable to the City. City shall have the right to draw upon such LOC if Developer fails to fund an ODOT Change Order Demand within three (3) business days after the City's written demand. City shall use such drawn amounts solely for the payment of the ODOT Change Order Demand. Upon any draw upon the LOC by the City in accordance with this Agreement, Developer shall cause the LOC to be replenished to the $4,000,000 original amount. The LOC shall expire upon the completion of the Improvements described in the Project Documents and covered by this Agreement. If the City receives funds to be contributed to Improvement Costs from Developer, City shall hold such funds in its chosen account apart from its general funds until such funds are transferred to ODOT to cover Improvement Costs. Nothing in this Agreement shall be construed as to release the Developer in part or in whole from any liability arising from a failure to perform this Agreement. If ODOT requires City to provide additional funding or capital related to or required for construction of the Improvements, then Developer shall promptly pay for the same on behalf of and at the request of the City.

1.8 Developer's Compliance. All activities of Developer required under this Agreement shall, subject to the terms of this Agreement, comply with the OLPA, ODOT policy and procedures and all applicable State and federal laws regarding the funding, planning, design, and construction of the Improvements including but not limited to: ODOT payment processes, City and ODOT standard infrastructure design criteria, ODOT standard drawings and construction and material specifications, plans and specifications, ODOT Maintenance of Traffic Plans, the federal Manual of Uniform Traffic Control Devices, current edition, including Ohio Supplement. Developer shall provide all funds required to pay Improvement Costs under this Agreement to ODOT or its designee, in a time and manner acceptable to ODOT in accordance with applicable laws, rules, and regulations. Developer is responsible for City's obligations under Sections 3.3 and 3.5 of the OLPA to the extent relating to Improvement Costs. Developer has engaged, and shall be responsible for causing, Osborn Engineering ("Osborn") to prepare the Project Documents (defined below) as required by Section 4.6 of the OLPA and fulfill City's obligations under Sections 5.1 and 5.2 of the OLPA. Developer shall assume the obligations of the City under Section 6.1 (other than paragraphs F. and G.) and 6.2 to the extent related to consultants engaged directly by, or on behalf of, Developer. Developer shall cause Osborn to perform and comply with the right-of-way acquisition requirements under Section 7 of the OLPA to the extent Developer is directly acquiring any real property, right-of-way or easements, other than the "LPA Certification of Right of Way Control Letter" which shall be delivered by City to ODOT in accordance with Section 7.5 of the OLPA.

1.9 City's Compliance. In all activities by City required under the OLPA or this Agreement, City shall comply with the OLPA, ODOT policy and procedures and all applicable state and federal laws and regulations regarding the funding, planning, design, and construction of the Improvements. City shall perform its obligations as required under the OLPA to the extent such obligations are not required to be performed by Developer hereunder, and City shall enforce ODOT's obligations of performance under the OLPA.

1.10 Notices and Approvals Under the OLPA. To the extent City has the right to approve any cost, extension, change or other matter under the OLPA, and if City desires to approve such cost, extension, change or other matter, then City shall obtain, in advance, Developer's written approval to such cost, extension, change or other matter, such approval not to be unreasonably withheld, conditioned or delayed. City shall use reasonable efforts to copy Developer on all material written communications from City to ODOT, and City shall, with reasonable promptness, provide Developer copies of all material, written communications from ODOT to City. The City and Developer shall cooperate in connection with the performance of the obligations under the OLPA. If ODOT provides notice of a change order to City under the OLPA, then City shall provide a copy of such request to Developer and reasonably cooperate with Developer to address with ODOT any of Developer's objections or requested changes to such change order irrespective of City's rights to approve or reject such change order under the OLPA. Developer agrees that ODOT's decision as it relates to Developer's objections or requested changes to a notice of a change order received from ODOT shall be final, subject to the terms of the OLPA. City agrees that the Developer shall have the right to exercise any audit or accounting rights that the City holds under the OLPA. Any such audits or accounting reviews shall be at the Developer's sole expense.

1.11 Timing; Completion. Developer and City intend for construction of the Improvements to be completed by June 1, 2029 and shall reasonably cooperate in accordance with the terms of this Agreement in an effort to cause completion of the Improvements by such date.

1.12 Meetings/Calls with ODOT. Developer shall be provided reasonable prior notice of, and afforded the ability to attend (or have representatives attend), all scheduled meetings, calls, or conferences between ODOT and City related to the Improvements. The notice requirements set forth in this Section 1.12 and Section 1.10 above may be satisfied by City by email to Phil Dangerfield at pdangerfield@haslamsports.com or by electronic correspondence with other Developer personnel. Impromptu discussions, calls, conferences and unscheduled or unplanned meetings are specifically excluded from the notice obligations contemplated in this Section 1.12; provided, however, City shall provide Developer with notice of any claim, issue or information obtained by City at such discussions, calls, conferences and meetings that could, in the City's reasonable judgement, cause a material impact on the cost or completion of the Improvements.

1.13 City-Caused Improvement Costs. In no event shall Developer, or any affiliate of Developer, be responsible for any Improvement Costs caused by either of the following (collectively, "City-Caused Improvement Costs"): (a) the gross negligence or willful misconduct of City or any agent, contractor or employee of City that results in a material increase to the Improvement Costs; or (b) the failure of City to perform any material obligation of the City under the OLPA or this Agreement, not caused by Developer or any affiliate, agent, contractor or employee of Developer and that results in a material increase to the Improvement Costs. City shall be responsible for the payment of all City-Caused Improvement Costs, and shall pay or reimburse Developer for the same within thirty (30) days after demand to the extent funded by Developer at Developer's election hereunder, in either case, subject to appropriation in accordance with applicable law.

1.14 Form of OLPA. City and Developer shall mutually agree upon the terms and conditions of the OLPA prior to City's execution and delivery of same to ODOT. City shall, upon Developer's written request and at Developer's sole cost and expense, pursue against ODOT any claim or remedy available to City under the OLPA relating to Improvement Costs or the project schedule, and City shall assign or pay over to Developer the proceeds of any such claim to the extent attributable to amounts funded by Developer. City will not object to the naming of Developer as a third-party beneficiary under the OLPA if approved by ODOT. City shall not materially modify, change or terminate, or agree to any termination, material modification or change to the OLPA or the Project Documents, without the prior written approval of Developer.

1.15 Consultants. Developer shall hire and pay the consultants and third-party experts required under the OLPA. To the knowledge of Developer, the consultants (and associated scope of each consultant's engagement) identified on Exhibit D represent all consultants engaged by Developer. Developer acknowledges that this agreement is in support of Improvements for the primary benefit of the public. Developer shall include in any consultant and third-party expert contracts the requirement for the actual costs incurred under such contracts to be supported by reasonable evidence available to City and ODOT. Developer shall engage such additional consultants and third-party experts as necessary under the OLPA to complete the Improvements. Developer shall not terminate or change such consultants without the prior approval of City, such approval not to be unreasonably withheld, conditioned or delayed. All consultants and third-party expert fees paid under this Agreement shall be paid solely by Developer. Developer shall not be reimbursed through ODOT or by the City from any State or federal source of funds for the fees paid by the Developer to any consultants or third-party experts engaged by Developer, except to the extent (a) City approves such reimbursement in writing, such approval not to be unreasonably withheld, conditioned or delayed; (b) such reimbursement is permitted under applicable law; and (c) such reimbursement will not cause City to be in default or non-compliance with any term or provision of the OLPA. City and Developer agree to cooperate in connection with the management of consultants in furtherance of the completion of the Improvements. If the City provides notice that the City is not approving any such reimbursement, then the City shall, with such notice, provide a detailed justification for its disapproval including a reference to the applicable State or federal law or rule upon which its disapproval is based. Developer shall, with reasonable promptness, provide City with an updated Exhibit D if additional consultants are engaged or if the list of consultants is modified during construction of the Improvements, within 10 days of such additional engagement or modification to the list of consultants.

1.16 Third-Party Beneficiary. Because Developer has engaged the consultants necessary to complete the Improvements, ODOT has requested third-party beneficiary rights under each of the agreements that Developer has with the consultants. Developer and City acknowledge and agree that ODOT is an intended third-party beneficiary of this Agreement. ODOT and City shall be entitled to rely upon, enforce, and receive the benefit of the provisions of the agreements between Developer and the consultants listed in Exhibit D, as though ODOT and City were party to such agreements. The rights of ODOT and City as third-party beneficiaries shall be cumulative of any other rights or remedies available at law or in equity. Developer shall ensure each agreement between Developer and consultants provides express third-party beneficiary rights in favor of ODOT and City.

2. OWNERSHIP, MAINTENANCE AND DEDICATION

2.1 Dedication of Improvements. The Parties agree that the Improvements and any Ancillary Construction are or will be in public rights-of way or easements for which the City or another Governmental Entity has statutory maintenance responsibility. City and Developer agree that all

Improvements, Ancillary Construction and any additional rights-of-way or easements relating thereto will be dedicated to and owned by the City or other appropriate Governmental Entity, as the case may be, no later than completion of each such Improvement or Ancillary Construction. City agrees to accept such dedication, and all associated maintenance responsibility, as applicable to the City, provided that the Improvements or Ancillary Construction, as the case may be, are constructed in accordance with the Project Documents in all material respects and the other requirements of this Agreement. The costs of preparing and recording any deeds, easements or plats required to cause Governmental Entity's ownership of the Improvements and associated rights-of-way will be at Developer's sole cost and expense.

2.2 Condition of Ancillary Construction upon Transfer. Developer, upon transfer of any Ancillary Construction to a Governmental Entity, shall ensure that the roadways and rights of way are clean of all rubbish, excess materials, temporary structures and equipment and left in a condition acceptable to City or other appropriate Governmental Entity, in its reasonable discretion.

2.3 Maintenance. Developer shall use commercially reasonable efforts to maintain, or cause to be maintained, Ancillary Construction (if any) if owned by Developer, until the Developer transfers ownership of, or otherwise dedicates, such Ancillary Construction to a Governmental Entity. Notwithstanding any term or provision of this Agreement, the OLPA, or the OLPA Legislation, and except to the extent required by another agreement between the Parties, City or an appropriate Governmental Entity, as the case may be, shall, without direct or indirect cost, charge, or expense to, or reimbursement from, Developer, or any affiliate of Developer, maintain, repair and replace all Improvements and Ancillary Construction as required by applicable federal, state and local law, codes, rules, regulations and ordinances, and any agreements entered into between or among City and the State or any other applicable Governmental Entity or rail company. Notwithstanding the foregoing to the contrary and to the extent that neither Developer nor the City takes affirmative responsibility for the maintenance and upkeep of the pedestrian bridge to be constructed over Engle Road (also known as BU 6, the "Pedestrian Bridge"), the Parties agree that maintenance and upkeep of the Pedestrian Bridge will be determined by a future agreement between the Parties.

2.4 Jurisdiction. This Agreement does not in any way abridge the jurisdictional rights of the Governmental Entity with jurisdiction over the Improvements and the Development Site.

3. INDEMNIFICATION AND HOLD HARMLESS

3.1 Developer's Indemnification. Developer shall indemnify City, the State of Ohio, ODOT, and any other Governmental Entity involved with the construction of the Improvements, along with their agents and representatives against all claims for damages to the extent caused by Developer's breach of this Agreement; provided, however, that in no event shall Developer be responsible for any claim or damages to the extent caused by the City's or such Governmental Entity's gross negligence or willful misconduct. Without limiting the foregoing, Developer shall cause any contractor engaged by Developer to perform work relating to the Improvements or any Ancillary Construction to indemnify the City, the State of Ohio, ODOT and any other Governmental Entity for any property damage or bodily injury to the Improvements owned by such Governmental Entity caused by the negligence of such contractor; provided, however, that in no event shall Developer or any such contractor be responsible for any claim or damages to the extent caused by the City's or such Governmental Entity's gross negligence or willful misconduct.

3.2 City's Indemnification. City is a municipal corporation of the State. Nothing in this Agreement shall be construed as an indemnification by City, for property loss or damage or personal injury or

death arising out of any activity related to or arising from this Agreement suffered by any person or entity.

3.3 Developer's Responsibility for Improvement Costs and Overruns. Developer shall assume responsibility for all Improvement Costs. Developer shall assume responsibility for those Improvement Costs not originally contemplated or set forth in the Project Documents. Except as otherwise set forth in this Agreement, in no event shall City be liable for or responsible for payment or expenses of Improvement Costs for which Developer is responsible under this Agreement. If City incurs expenses for Improvement Costs for which Developer is responsible under this Agreement, then Developer shall promptly, within thirty (30) days, reimburse City for the same, upon request.

4. TIME OF PERFORMANCE; MODIFICATION; TERMINATION

4.1 Force and Effect. This Agreement shall remain in full force and effect between the Parties until terminated in accordance with its terms or the later of: (i) Improvements are completed, as determined by ODOT pursuant to ODOT standard procedures; or (ii) Ancillary Construction (if any, required under this Agreement) is completed in accordance with the plans and specifications for such Ancillary Construction approved by Developer and City, as reasonably determined by City in accordance with applicable permits issued in connection with such Ancillary Construction.

4.2 Modification. Each Party may request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect, however, such modification may only be made by written amendment, agreed to, and signed by all Parties.

4.3 Termination. City may terminate this Agreement upon Developer's default or material failure to perform or observe any obligations required of Developer under the terms of this Agreement, subject to the applicable notice and cure period provided for in Section 5.2. Notwithstanding the foregoing to the contrary, City's termination of this Agreement will not relieve Developer of its obligation to pay for the Improvement Costs for which Developer is responsible under this Agreement.

4.4 Termination for Convenience. City shall not terminate the OLPA for convenience without the prior written approval of Developer.

5. BREACH OF AGREEMENT

5.1 Default and Force Majeure. Failure of Developer to comply with any of the terms, conditions, or provisions of this Agreement, including any material misrepresentation of fact, shall be an event of default, unless such failure or material misrepresentation is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State or any of their departments or political subdivisions, default of City, or any other cause not reasonably within Developers' control. Developer shall remedy, as soon as practicable, each cause preventing its compliance with this Agreement to the extent caused by Developer or Developer's consultants. Failure of City to comply with any of the terms, conditions, or provisions of this Agreement, including any material misrepresentation of fact, shall be an event of default, unless such failure or material misrepresentation is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State, default of Developer, or any other cause not reasonably within City's control. City shall remedy, as soon as practicable, each cause preventing its compliance with this

Agreement. Without limiting the foregoing, Developer agrees that to the extent a default under the OLPA is caused by the failure of Developer to comply with the terms of this Agreement and not caused by City, then such default under the OLPA shall be deemed a default by Developer under this Agreement. Without limiting the foregoing, City agrees that to the extent a default under the OLPA is caused by the failure of the City to comply with the terms of this Agreement and not caused by Developer, then such default under the OLPA shall be deemed a default by City under this Agreement.

5.2 Notification and Cure upon Default. If notified by the other Party in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement and a default has occurred, a Party shall have ten (10) days from the date of such notification to remedy the causes preventing its compliance and curing the default ; provided however, if such default is incapable of cure within such ten (10)-day period, then the defaulting party shall have such additional time as is reasonable to cure such default not to exceed forty-five (45) days after the date of such notification

5.3 Non-Exclusive Remedy. No remedy herein conferred upon or reserved by a Party is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to a Party upon any default by the other Party shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by a Party.

6. GENERAL PROVISIONS

6.1 Compliance. Developer represents and warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals required by applicable laws and regulations as well as comply with all health, safety and environmental statutes, rules, or regulations in the performance of this Agreement. Failure to do so may be deemed a material breach of this Agreement.

6.2 Merger. This Agreement and the approved Project Documents for the construction of the Improvements constitute the entire Agreement between the Parties. All prior discussions and understandings between the Parties regarding the subject matter contained herein are superseded by this Agreement. Any changes made to this Agreement shall be made in accordance with Section 4.2.

6.3 Interpretation. This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Ohio. To the extent that City is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Cuyahoga County, Ohio.

6.4 Effect of Execution. The signing of this Agreement or the doing of any work thereunder shall constitute an agreement by the Developer and City to comply with all of the conditions and restrictions of this Agreement and the permits referenced herein.

6.5 Ohio Ethics Laws. To the extent applicable to Developer under applicable law, Developer represents and warrants that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

6.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

6.7 Change in Laws. Each of the Parties shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder, after execution of this Agreement, shall be reviewed by the State and the Parties to determine whether the provisions of this Agreement require formal modification.

6.8 Authority. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

6.10 No Relationship. Nothing contained in this Agreement shall be deemed to constitute the creation or acknowledgment, either explicit or implicit, of a partnership or joint venture for any purpose whatsoever between City and Developer. In no event shall Developer, its contractors, subcontractors, workers, or agents be considered agents or employees of City or another Governmental Entity. In no event shall City, its contractors, subcontractors, workers, or agents be considered agents or employees of Developer.

6.11 Communication. Any notice, demand, or other communication required under the Agreement by one Party to the other Party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested, delivered personally, or via national overnight courier, and addressed as follows:

DEVELOPER:	HSG BP Development, LLC Attn: Ted Tywang 76 Lou Groza Blvd. Berea, Ohio 44017
With copy to:	Thompson Hine LLP Attn: Alan Ritchie 127 Public Square, Suite 3900 Cleveland, OH 44114
CITY:	The City of Brook Park Attn: Mayor Edward Orcutt 6161 Engle Road Brook Park, Ohio 44142
With copy to:	Bricker Graydon Wyatt LLP Attn: J. Caleb Bell

6.12 Binding. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and assigns.

6.13 Assignment. Neither this Agreement nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior express written consent of the other Party.

6.14 Recitals; Attachments. The recitals set forth above are true and correct; the recitals and exhibits to this Agreement are an integral part hereof and are incorporated herein by this reference.

[the remainder of this page is intentionally left blank]

The parties hereunto have caused this Agreement to be executed of the day and year first written above.

CITY OF BROOK PARK

By: _____
Edward Orcutt, Mayor

Approved as to Form:

_____
Carol Horvath, Law Director

DEVELOPER

HSG BP Development, LLC

By (Signature): _____

(Print Name): _____

Title: _____

FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the City of Brook Park, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year [___] under the foregoing Agreement have been lawfully appropriated by the City Council for the City of Brook Park, Ohio for such purposes and are in the treasury of the City of Brook Park, Ohio 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 Section 5705.41 and 5705.44 of the Ohio Revised Code.

_____

Robert McGann, Finance Director
City of Brook Park, Ohio

Dated: [_____].

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CUYAHOGA, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio, and known as being Parcels "1", "2", "3", "4", "5", and "6" on that certain Brook Park Stadium Plat prepared by Terrence E. Worsech (Registered Survey No. 8138-Ohio) of Neff & Associates for HSG BP Development, LLC, dated February 24, 2026 executed by City Council on February 26, 2026, and recorded on May 22, 2026, among the Cuyahoga County Records as Instrument No. 202605220170.

EXHIBIT B

Description of Improvements

The design work has been divided into Buildable Units (each a "BU") as described below. The design work includes the development of detailed construction documents prepared in acceptable ODOT format. Design elements include roadway, structures, stormwater, drainage, lighting, maintenance of traffic, signing and pavement marking, water work and impacts to sanitary sewer, and utility coordination.

BU 1 – I-71 Northbound ("NB") Exit Ramp Improvements. An additional left turn lane will be added to the Snow Road / I-71 NB exit ramp. The widening is planned to be done to the west side of the existing ramp to avoid impacts to residential properties on the east. To allow for the widening of the NB exit ramp, modifications to the NB cloverleaf entrance ramp will be required.

BU 2 – I-71 Southbound ("SB") Exit Ramp Improvements. Improvements to the I-71 SB exit ramp to Snow Road westbound ("WB"), I-71 SB slip ramp to Engle Road, WB Snow Road slip ramp to Engle Road, and the addition of I-71 SB exit ramp flyover bridge to Ring Road. The I-71 SB Exit Flyover ramp to Ring Road includes a (5) span, curved steel plate girder bridge, with an approximate length of 600' carrying (2) lanes of I-71 SB exit traffic to Ring Road (SR291). The bridge will be elevated, spanning Engle Road and CSX RR. Approach embankments will be supported by MSE walls at each end.

BU 3 – Snow Road/Ring Road Connector. This unit provides critical access for all Snow Road traffic to Engle Road and includes a new at grade intersection installed at the first span of the existing Snow Road bridge. Modifications to the existing Snow Road bridge are anticipated, including elimination of the first (2) bridge spans with a new abutment constructed east of Bent 2. New retaining walls are proposed to support the north-south lanes of the Snow Road/Ring Road intersection. This unit also includes roadway improvements to Snow Road from SR 237 to the Snow Road bridge. Five Points Road will be relocated by removing the one-way section along the site perimeter and the section south of Snow Road will have a cul-de-sac and new intersection to Snow Road.

BU 4 – Engle Road Widening and Realignment. This unit includes the widening and realignment of Engle Road beginning just south of Snow Road continuing under the Snow Road bridge and the I-71 SB exit ramp flyover bridge proposed in BU 2 and ending at Ring Road.

BU 5 – Ring Road Widening and Improvements. This unit roadway improvements creating a "ring" around the Development Site. From the north, the improvement begins just north of the Development Site by matching the curbed five lane roadway width. The roadway is widened to six lanes at the Hummel Road intersection and seven lanes at the Access Road intersection. Of the four NB lanes, two originate on the Snow/Ring Road Connector and two from the I-71 SB Flyover ramp. The three SB lanes continue to the Snow/Ring Road Connector including an added lane on the connector, creating two left and two right turn lanes onto Snow Road. Access to the site drives west of the Connector is from Snow Road.

BU 6 – Pedestrian Bridge. It is anticipated that there will be offsite parking northeast of the Development Site along Engle Road, W 164th Street and Brookpark Road. A pedestrian bridge will provide safe access for pedestrians utilizing offsite parking. The location of the pedestrian bridge is being investigated.

EXHIBIT C

List of Approved Initial Project Documents for Improvements

CUY-IR-071/VAR-08.84
BROOK PARK

CUYAHOGA COUNTY

INDEX OF SHEETS:

TITLE SHEET	P.1
PROJECT INFORMATION	P.2
SCHEMATIC	P.3 - P.5
EXISTING TYPICAL SECTIONS	P.6 - P.9
PROPOSED TYPICAL SECTIONS	P.10 - P.22
GENERAL NOTES	P.23 - P.26
MAINTENANCE OF TRAFFIC	P.27 - P.109
GENERAL SUMMARY	P.110 - P.119
SUBSUMMARIES	P.120 - P.147
REMOVAL PLANS	P.148 - P.153
PROJECT SITE PLAN	P.154 - P.156
PLAN AND PROFILE:	
HENRY FORD BOULEVARD	P.157 - P.162
ENGLE ROAD (S.R. 291) SIDEWALK	P.163 - P.164
ENGLE ROAD (S.R. 291)	P.165 - P.170
HENRY FORD BOULEVARD (S.R. 291)	P.171 - P.182
FIVE POINTS SIDEWALK	P.183 - P.188
FIVE POINTS ROAD	P.189 - P.192
RAMP O	P.193 - P.203
RAMP N	P.204 - P.209
RAMP P	P.210 - P.213
HUMMEL ROAD	P.214 - P.217
SHARED USE PATH (ENGLE ROAD)	P.218 - P.221
FIRST ENERGY ACCESS DRIVE	P.222
PEDESTRIAN TRAIL/TUNNEL	P.224 - P.225
SNOW ROAD	P.226 - P.253
RAMP K	P.254 - P.259
RAMP L	P.260 - P.265
CROSS SECTIONS:	
HENRY FORD BOULEVARD	P.266 - P.274
ENGLE ROAD (S.R. 291)	P.275 - P.283
ENGLE ROAD (S.R. 291) SIDEWALK	P.284 - P.286
HENRY FORD BOULEVARD (S.R. 291)	P.287 - P.302
FIVE POINTS SIDEWALK	P.303 - P.305
FIVE POINTS ROAD	P.306 - P.312
RAMP O	P.313 - P.328
RAMP N	P.329 - P.338
RAMP P	P.339 - P.347
HUMMEL ROAD	P.348 - P.354
SHARED USE PATH (ENGLE ROAD)	P.355 - P.362
PEDESTRIAN TRAIL	P.363 - P.371
SNOW ROAD	P.372 - P.405
RAMP K	P.406 - P.412
RAMP L	P.413 - P.420
GRADING DETAILS	P.421 - P.426
WICK DRAIN PLAN AND PROFILES	P.427 - P.437
SUPERELEVATION TABLES	
RAMP O	P.438 - P.439
SNOW ROAD	P.440 - P.441
RAMP K	P.442
RAMP L	P.443
PAVEMENT JOINT DETAILS	P.444 - P.472
INTERCHANGE DETAILS	P.473
INTERSECTION DETAILS	P.474 - P.495
DRIVEWAY DETAILS	P.496 - P.517
DRAINAGE DETAILS	P.518 - P.588
RETAINING WALL DETAILS	P.589 - P.599
WATER WORKS	P.600 - P.618
SIGNING AND PAVEMENT MARKINGS	P.619 - P.717
TRAFFIC SIGNALS	P.718 - P.785
LIGHTING	P.786 - P.847
STRUCTURE OVER 20' SPAN	
CUY-00071-00.66S	P.848 - P.904
CUY-00291-03.404	P.905 - P.954
PEDESTRIAN TUNNEL	P.955 - P.961
GEOTECHNICAL PROFILES	P.962 - P.1035
RIGHT-OF-WAY	RW.1 - RW.2

SHEETS NOT IN USE:
P.118, P. 119, P.223 & P. 738

STAGE 3 : 11/02/2026

STANDARD CONSTRUCTION DRAWINGS										SUPPLEMENTAL SPECIFICATIONS		SPECIAL PROVISIONS
AS-1-15	1-20-23	EXI.3-82	1-18-13	MGS-3.2	7-18-25	RM-4.5	1-16-26	TC-52.20	7-17-26	800.2023	1-15-27	WICK DRAINS 7-18-25
AS-2-15	7-21-23			MGS-4.2	7-17-26	RM-4.6	7-18-25	TC-61.10	4-21-23	804	1-16-26	
		GSO-1-19	7-19-24	MGS-5.2	7-17-26			TC-61.20	7-19-24	807	1-17-25	
BP-1.3	7-28-00			MGS-5.3	7-17-26	SBR-1-20	7-19-24	TC-65.11	7-17-26	809	7-17-26	
BP-2.1	1-21-22	HL-10.11	7-17-26	MGS-6.1	7-17-26			TC-71.10	7-17-26	813	7-21-23	
BP-2.2	1-16-26	HL-10.12	1-16-26			TC-9.11	7-17-26	TC-72.20	1-16-26	818	1-19-18	
BP-2.3	1-16-26	HL-10.13	7-17-26	MH-3	7-19-24	TC-12.31	1-16-26	TC-73.20	1-16-26	819	7-17-26	
BP-6.1	7-19-13	HL-20.11	1-16-26			TC-15.116	7-17-26	TC-74.10	1-16-26	821	7-20-12	
BP-8.2	1-18-19	HL-20.14	7-17-26	MT-97.10	7-18-25	TC-16.22	1-16-26	TC-81.22	1-16-26	824	7-21-23	
		HL-30.11	7-17-26	MT-101.60	1-17-25	TC-21.11	7-17-26	TC-83.20	1-16-26	825	7-19-24	
CB-1.2A, 2B, 2C	7-19-24	HL-30.21	4-17-20	MT-101.70	7-19-24	TC-21.21	7-18-25	TC-83.30	1-16-26	839	7-16-21	
CB-3	7-17-26	HL-30.22	1-17-25	MT-101.75	7-21-23	TC-22.10	1-17-25	TC-84.20	7-17-26	840	1-16-26	
CB-3A	7-17-26	HL-30.31	7-17-26	MT-101.90	7-17-20	TC-22.20	7-18-25	TC-84.21	10-18-13	850	7-21-23	
CB-4A, 5A, 8A	7-19-24	HL-40.20	7/18/25	MT-103.20	1-16-26	TC-41.10	7-17-26	TC-85.10	1-16-26	895	4-18-14	
CB-5	7-19-24	HL-50.21	7/18/25	MT-105.10	1-17-20	TC-41.20	10-18-13	TC-85.20	4-21-23	905	1-17-25	
CB-6	7-19-24	HL-60.11	7-21-17	MT-110.10	7-19-13	TC-41.30	4-21-23	TC-86.10	7-17-26	913	4-16-21	
CB-8	7-16-21	HL-60.31	1-16-26	MT-120.00	1-16-26	TC-41.40	1-16-26	TC-87.10	1-16-26	918	4-18-24	
						TC-41.50	10-18-23			919	1-17-20	
DM-1.1	7-17-26	ITS-14.10	7-17-26	RD-5.1	7-17-26	TC-42.10	10-18-23	TST-1-99	1-15-21	939	1-17-20	
DM-1.2	7-17-26	ITS-14.20	1-16-26	RD-7.1	7-17-26	TC-42.20	10-18-23	TST-2-21	1-17-25	992	4-18-14	
DM-2.1	1-18-13					TC-51.11	7-17-26			995	7-17-15	
DM-4.1	7-17-26	MGS-2.1	7-17-26	RM-1.1	1-16-26	TC-51.12	7-17-26	VFF-1-24	7-17-26	997	7-17-26	
		MGS-3.1	7-17-26	RM-3.1	7-20-18	TC-52.10	10-18-13			999	7-17-26	

2023 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PLANS AND CHANGES LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

EXHIBIT D

Consultants

Consultants to be engaged by City:

Ohio Real Estate Consultants, Inc. – Independent Appraisal Reviewer

Euthenics, Inc. – Project Support

Consultants to be engaged by Developer:

The Osborn Engineering Co. – Preparation of Project Documents and Contract Administration

American Structurepoint, Inc. – Project Delivery and Project Support

P / C _____
CA Prior 12/1/26
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO.: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE CITY OF BROOK PARK TO BE A PUBLIC PURPOSE; AUTHORIZING THE EXEMPTION OF SUCH REAL PROPERTY FROM REAL PROPERTY TAXATION; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS AND THE URBAN RENEWAL PROJECT TO BE UNDERTAKEN THAT WILL DIRECTLY BENEFIT ALL SUCH REAL PROPERTY; REQUIRING THE PROPERTY OWNERS OF CERTAIN REAL PROPERTY TO MAKE URBAN RENEWAL SERVICE PAYMENTS IN LIEU OF TAXES; AUTHORIZING THE ESTABLISHMENT OF AN URBAN RENEWAL DEBT RETIREMENT FUND FOR THE DEPOSIT OF CERTAIN URBAN RENEWAL SERVICE PAYMENTS; AUTHORIZING THE EXECUTION OF AN URBAN RENEWAL DEVELOPMENT AGREEMENT WITH THE OWNERS OF CERTAIN REAL PROPERTY; AND AUTHORIZING THE EXECUTION OF A COMPENSATION AGREEMENT WITH THE BOARD OF EDUCATION OF BEREA CITY SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF POLARIS CAREER CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park, Ohio (the "City") has engaged in ongoing discussions with HSG BP Development, LLC and its affiliates (collectively, the "Developer") regarding redevelopment of the former Brook Park Ford Plant into a new best-in-class, domed stadium with a maximum capacity of approximately 67,500 persons (the "Stadium Project") and, subject to market conditions, a large-scale, mixed-use development currently anticipated to consist of approximately 525-1,180 residential units, accounting for a total proposed area of approximately 2,000,000 square feet; retail space with a proposed area totaling approximately 260,000 square feet; a 3,000-4,000 person capacity event venue, comprising approximately 40,000 square feet; office space with a proposed area totaling approximately 330,000 square feet; hotel and hospitality space with approximately 450 individual rooms and a proposed area estimated to be approximately 330,000 square feet; parking; ancillary spaces and public parks; and other necessary public infrastructure and appurtenances thereto (collectively referred to herein as the "Mixed-Use Project" and together with the Stadium Project, the "Project") on certain parcels of real property described in Exhibit A attached hereto (the "Project Area") within the City; and

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WHEREAS, the Stadium Project is located on the parcels assigned Cuyahoga County parcel identification numbers: 342-19-010, 342-19-011, 342-19-012, 342-19-013, 342-18-007, and 342-18-008 (including all future subdivisions thereof, the "Stadium and Parking Lot Land"); and

WHEREAS, the Mixed-Use Project is located on the property assigned Cuyahoga County parcel identification number 342-18-007 (including all future subdivisions thereof, the "Mixed-Use Parcel"); and

WHEREAS, the Developer currently owns the Project Area and desires to redevelop the Project Area in accordance with the Brook Park Master Plan dated January 2012 (the "Master Plan"), the Preliminary Development Plan considered by the Brook Park Planning Commission at its meeting on March 2, 2026, including any subsequently approved amendments thereto (the "Preliminary Development Plan"), and the Brook Park Urban Renewal Area Urban Renewal Plan, attached hereto as Exhibit B (the "Urban Renewal Plan" collectively with the Master Plan and the Preliminary Development Plan, the "Plans"); and

WHEREAS, the City has determined that redevelopment of the Project Area to include a stadium, commercial offices, retail use, one or more hotels, and residential properties, will benefit the City and its residents by creating economic opportunities, enlarging the property tax base, enhancing income tax revenues, and stimulating collateral development in the City, and the City has further determined that the development of residential properties in the City will benefit the City and its residents by growing its population and increasing property and income tax revenues; and

WHEREAS, the Developer has outlined a development and redevelopment model that is consistent with the City's vision for the Project Area as outlined in the Plans and the Developer plans to rehabilitate or construct, or cause rehabilitation or construction of, certain private improvements in addition to the Stadium Project, comprising a mixed-use office, retail, hotel, and residential development to be constructed in multiple phases; and

WHEREAS, the City has discussed and consulted with financial analysts, municipal advisors, and other experts, and evaluated the public commitment needed to support the Project; and

WHEREAS, the City expects that the construction of certain public infrastructure improvements located within, adjacent to, or serving the Project Area, more fully described in Exhibit C (the "Public Improvements") will benefit the Project Area and the City as a whole; and

WHEREAS, the City expects the Developer's private investment in the Project Area to be approximately [One Billion Two Hundred Million ($1,200,000,000.00)]; and

WHEREAS, the City has received comment and input from stakeholders and potential stakeholders in such a redevelopment project, including City residents, the Board of Education for Berea City School District (the "School District" and together with the Board of Education for

Polaris Career Center, the "School Districts"), the Cuyahoga County Commissioners, the State of Ohio Department of Development, the State of Ohio Department of Transportation, state officials, federal elected officials, and the elected officials of adjoining communities; and

WHEREAS, the City may facilitate the development of commercial and residential properties by undertaking an "urban renewal project" as defined by Ohio Revised Code ("O.R.C.") Section 725.01(I), including construction of roads, parking facilities, parks, streetscapes, utility infrastructure, and related improvements; and

WHEREAS, City Council of the City (the "Council") on September 8, 2026, through Ordinance No. 11554-2026, determined that the Project Area is a "blighted area" as defined by O.R.C. Section 725.01(B); and

WHEREAS, O.R.C. Sections 725.01 et seq. provide for the use of a municipal urban renewal tax exemption to finance the construction of an urban renewal project which will benefit new commercial and residential development in the City and will eliminate blight; and

WHEREAS, the City desires to implement an urban renewal tax exemption program with respect to the Project Area, pursuant to which the City will grant an exemption from real property taxation for the increase in the assessed valuation of the structures or facilities constructed or rehabilitated on each parcel of real property located within the Project Area by the Developer; and

WHEREAS, O.R.C. Sections 725.01 et seq. provide that Council may (i) enter into development agreements with the Developer and other owners of real property in order to (a) declare the construction or rehabilitation of structures and facilities on real property located in a blighted area within the City to be a public purpose, thereby exempting the increase in the assessed valuation of the structures or facilities constructed or rehabilitated thereon from real property taxation for a period of time, (b) provide for the making of service payments in lieu of taxes by the owner or owners thereof, and (c) require the owner or owners to construct or rehabilitate structures and facilities such real property as described in the development agreements applicable to such real property; (ii) provide for compensation to the School Districts; and (iii) establish an urban renewal debt retirement fund into which such urban renewal service payments shall be deposited; and

WHEREAS, the City has determined that it is necessary, appropriate, and in the best interests of the City to require the Developer and any other current or future owners of real property within the Project Area (collectively, the "Property Owners") to make urban renewal service payments in lieu of taxes with respect to the Urban Renewal Improvements (as defined herein) pursuant to O.R.C. Section 725.04 (the "Urban Renewal Service Payments"); and

WHEREAS, the City expects that governmental entities, which might be an Ohio Port Authority organized and created under O.R.C. Chapter 4582, a New Community Authority organized and created under O.R.C. Chapter 349, the City, or another political subdivision (each, an "Issuer") will issue one or more series of special obligation bonds (the "Bonds") to finance the Public Improvements, a portion of the Stadium Project, a portion of the Urban Renewal Improvements, and the City's costs under the Urban Renewal Plan (collectively, the "Financed

Improvements"), which Financed Improvements, once made, will directly benefit the Project Area and the City, the costs of which Financed Improvements include, without limitation, debt service on the Bonds, capitalized interest on the Bonds, provision for any necessary reserve funds related to the Bonds, reimbursement of the Issuer for any costs related to the Bonds or the Financed Improvements, and any "costs of permanent improvements" set forth in O.R.C. Section 133.15(B) and incurred with respect to the Financed Improvements, and subject to further authorization of this Council, reimbursement of the Developer for any such costs (collectively, the "Costs of the Improvements"); and

WHEREAS, Council has determined that it is necessary for the City to enter into an Urban Renewal Development Agreement with Developer, a form of which is on file with the Clerk of Council and attached hereto as Exhibit D (the "Urban Renewal Development Agreement") and which constitutes a "development agreement" under O.R.C. Section 725.01(C), in order to (i) establish an exemption from real property taxation for the Urban Renewal Improvements (as defined herein); (ii) provide for the payment of Urban Renewal Service Payments by the Property Owners; (iii) provide for the payment by Property Owners of the School Minimum NCA Charge (as defined herein) and Contingent Minimum Service Payments (as defined herein), if any; (iv) provide for the payment of costs relating to the Public Improvements, costs of the Stadium Project, and costs of the Urban Renewal Plan, including debt service on the Urban Renewal Bonds (as defined in the Urban Renewal Development Agreement) from the Urban Renewal Service Payments payable by the Property Owners and deposited by the City into the Urban Renewal Fund (as defined herein); (v) provide for the construction of the Public Improvements; and (vi) provide for the construction and rehabilitation of certain portions of the Private Improvements (as defined in the Urban Renewal Development Agreement); and

WHEREAS, Council has determined that it is necessary for the City to enter into a compensation agreement with the School Districts (the "School Compensation Agreement"), to provide for payments to the School Districts, pro-rata, out of the Urban Renewal Service Payments and other revenue received by the City in an amount set forth in the School Compensation Agreement ("School Compensation" or "School Payments"); and

WHEREAS, the School Compensation Agreement provides for the City to pay the School Compensation to the School Districts out of Urban Renewal Service Payments and other service payments collected by the City and available for such payments; and

WHEREAS, as part of the Urban Renewal Development Agreement, the Developer has agreed that (i) the value of any Urban Renewal Improvement on a parcel of real property within the Project Area will be calculated based on the increase in the assessed value of such Urban Renewal Improvement over the Urban Renewal Base Value (as defined in the Urban Renewal Development Agreement) were it not for the Urban Renewal Exemption, which increase, if any, shall appear on the tax list and duplicate of real and public utility property beginning on the date on which the Urban Renewal Development Agreement is executed and recorded in the Cuyahoga County property records; (ii) during the remainder of the initial 30-year term of the existing 5709.40(B) TIF exemption in place at the Project Area, neither Developer nor any subsequent Property Owner of the land comprising the Stadium and Parking Lot Land will either formally appeal a cumulative Cuyahoga County appraised valuation of the Stadium and Parking Lot Land

that is equal to or less than Fifty Million Dollars ($50,000,000.00) or take other action to request the Cuyahoga County Fiscal Officer to reduce a cumulative County-appraised value of the Stadium and Parking Lot Land to a value that is less than Fifty Million Dollars ($50,000,000.00); and (iii) neither Developer nor Lincoln (as defined herein) shall provide an agreed upon stipulated value for any of the land comprising the Project Area; and

WHEREAS, Council finds and determines that notice of this proposed Ordinance has been delivered to all affected school districts, including the School Districts, in accordance with O.R.C. Sections 725.02, 725.021, and 5709.83, and that the School Districts have waived such required notices; and

WHEREAS, the School District, as the board of education of the municipality within which the territory of the Urban Renewal Improvements will be located, has approved and consented to the exemptions provided for herein in accordance with O.R.C. Section 725.02(B) and compliance with O.R.C. Sections 5709.83 and 725.021; and

WHEREAS, it is necessary that this Ordinance take effect immediately upon its adoption in order to provide for the improvements contemplated herein and facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, County of Cuyahoga, State of Ohio, that:

SECTION 1: Urban Renewal Plan. Council hereby formally adopts the Urban Renewal Plan, with such changes approved by the Mayor and not inconsistent with this Ordinance and not materially adverse to the City.

SECTION 2: Authorization of Urban Renewal Exemption; Priority of Exemptions. Pursuant to and in accordance with the provisions of O.R.C. Section 725.02(A), Council hereby authorizes the declaration within each "development agreement" containing the characteristics set forth in O.R.C. Section 725.01(C), entered into between the City and an owner of a parcel of real property within the Project Area, including the Urban Renewal Development Agreement entered into between the City and the Developer, that the increase in the assessed valuation of the structures or facilities constructed or rehabilitated on each such parcel subsequent to the effective date of the "development agreement" applicable to such parcel (each an "Urban Renewal Improvement" and collectively, the "Urban Renewal Improvements") is a public purpose, and that each such Urban Renewal Improvement is exempt from taxation (the "Urban Renewal Exemption") for a period commencing on the date of the execution of the Urban Renewal Development Agreement in accordance with O.R.C. Section 725.02(C) and ending on the date on which the Bonds, and any bonds, notes, or other obligations issued to refund any of the Bonds, are paid in full out of the Urban Renewal Service Payments and the City has determined that there are no further costs which are eligible uses of Urban Renewal Service Payments, including Subseries C Bonds (as defined in the Urban Renewal Development Agreement) (the "Urban Renewal Exemption Period"). Council further determines that a separate Urban Renewal Exemption shall apply with respect to each parcel of real property located within the Project Area when (i) the owner of such real property has entered into a "development agreement" containing the characteristics set forth in O.R.C. Section 725.01(C), (ii)

the respective Urban Renewal Improvements to such parcel are constructed or rehabilitated thereon, and (iii) an exemption therefore is claimed in the manner provided for herein.

If a parcel of real property within the Project Area is subject to the Urban Renewal Exemption and another exemption authorized by this Council (e.g. tax increment financing under O.R.C. Chapter 5709 (each a "TIF Exemption" and the exempted increase in the assessed value of the subject real property being the "TIF Improvements")), the Urban Renewal Exemption shall apply to the Urban Renewal Improvements thereon; provided, that the TIF Exemption shall apply to the extent that the Urban Renewal Exemption does not apply to that portion of the real property constituting the TIF Improvements.

Council further acknowledges that the real property within the Project Area is within the community reinvestment area established by the City by Resolution No. 20-94, passed by the City Council on June 8, 1994, and that the City intends to consider exemptions from real property taxation (each a "CRA Exemption") for the construction of a new hotel convention center (the "CRA Improvements") on parcels of real property within the Project Area. To the extent that a parcel of real property within the Project Area is subject to a CRA Exemption authorized by this Council, the CRA Exemption shall apply to the CRA Improvements thereon before the Urban Renewal Exemption applies to the Urban Renewal Improvements thereon or the TIF Exemption applies to the TIF Improvements thereon; provided, that if such parcel is subject to both an Urban Renewal Exemption and a TIF Exemption, the priority set forth in the preceding paragraph shall apply after application of the CRA Exemption to the CRA Improvements thereon.

For purposes of O.R.C. 725.01(C)(1)(a), Council hereby finds and determines that the Developer, as the owner of the Project Area, has the ability to perform the obligations set forth in the Urban Renewal Development Agreement.

To the extent any exemption from real property taxation otherwise applies or may become available by operation of law to any portion of the Project Area, no Property Owner shall take any action to claim, perfect, obtain, continue, or permit such exemption without the City's prior written consent to the extent such consent or action by the Property Owner is permitted or required under applicable law. Nothing shall prohibit the CRA Exemption applicable to the CRA Improvements, the exemptions expressly contemplated in the Urban Renewal Development Agreement, or any other real property tax exemption expressly approved by the City or any other real property tax exemption available under general law.

SECTION 3. Payment of Urban Renewal Service Payments and Property Tax Rollback Payments. As provided in O.R.C. Section 725.04, the Property Owners of parcels of real property located within the Project Area shall be required to, and shall make, the Urban Renewal Service Payments allocable thereto, but only after the Urban Renewal Exemption is effective with respect to such parcels. Urban Renewal Service Payments required hereunder shall be paid to the Treasurer of Cuyahoga County, Ohio (the "County Treasurer") on or before the final due dates for payment of real property taxes. Each Urban Renewal Service Payment shall be charged and collected in the same manner as the real property taxes and in an amount consistent with the Urban Renewal Development Agreement. In the event that any Urban Renewal Service Payment, Contingent Minimum Service Payment (defined below), or any installment thereof, is not paid by a Property Owner when due, to the extent that

Cuyahoga County does not impose a late fee or delinquency charge, the City may impose and collect a late payment charge, payable to the City, in an amount of the charges for late payment of real property taxes, including penalty and interest, which would have been paid pursuant to O.R.C. Section 323.121, as the same may be amended from time to time or any successor provision thereto, on the delinquent amount. The payment of penalties and interest are collectively referred to as a portion of the Urban Renewal Service Payments.

The Urban Renewal Service Payments shall be allocated and distributed in accordance with this Ordinance and the Urban Renewal Development Agreement. Any other payments with respect to real property located within the Project Area which are received by the County Treasurer pursuant to Ohio Revised Sections 319.302, 321.24, 323.152, and 323.156, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time (the "Property Tax Rollback Payments"), shall be allocated and distributed in the same manner as Urban Renewal Service Payments in accordance with this Ordinance.

The City acknowledges that the Property Owners may be required to make Urban Renewal Service Payments in an amount greater than the property taxes that would be due on the Project Area without the Urban Renewal Exemption. Consistent with the terms of the Urban Renewal Development Agreement, Developer or LPC Commercial Investments LLC, a Delaware limited liability company ("Lincoln") may elect, on a parcel-by-parcel basis, to subordinate the School Compensation payable with respect to the Mixed-Use Parcel to the debt service associated with the Mixed-Use Project, creating the "Subordinated School Payment." If either the Developer or Lincoln elects to subordinate the School Payments, the City acknowledges that the Mixed-Use Parcel will become subject to a "School Minimum NCA Charge," a community development charge to be levied by the Brook Park New Community Authority pursuant to O.R.C. Section 349.07 and payable by the Property Owners and future Property Owners of the Mixed-Use Parcel. The City acknowledges that if the Developer or Lincoln elects to subordinate the School Payments on the Mixed-Use Parcel, but the School Minimum NCA Charge is held to be unenforceable or is not levied, each Property Owner of the Mixed-Use Parcel, as may be further subdivided or split, shall be responsible for payment of a "Contingent Minimum Service Payment" under O.R.C. Section 725.04 equal to the Mixed-Use Parcel's allocated share of shortfall in School Compensation. All Contingent Minimum Service Payment revenue is to be deposited into the Urban Renewal Fund or other appropriate fund maintained by the City, in the City's discretion, and may be applied to Subordinated School Payments. The Contingent Minimum Service Payment is to be charged, paid, and collected in the same manner as the real property taxes.

SECTION 4: Authorization of Establishment of Urban Renewal Fund and Subaccounts. Council hereby authorizes the City's Finance Director to establish, pursuant to and in accordance with the provisions of O.R.C. Section 725.03, the Brook Park Urban Renewal Debt Retirement Fund (the "Urban Renewal Fund"). Within the Urban Renewal Fund, there shall be the (i) Mixed-Use Subaccount, a subaccount that will receive all Urban Renewal Service Payments received from Property Owners of the Mixed-Use Parcel; (ii) Stadium and Parking Lot Subaccount, a subaccount that will receive all Urban Renewal Service Payments received from Property Owners with respect to the Stadium and Parking Lot Land; and (iii) such other subaccounts as the City's Finance Director may determine prudent and necessary for payment of the Costs of the Improvements. The Urban Renewal Fund and subaccounts therein may not be established until such time as the Bonds or any

other bonds, notes, instruments, interim receipts, manuscript debt, or obligations are issued to finance the Financed Improvements. The Urban Renewal Fund shall be maintained in the custody of the City and shall receive all distributions of Urban Renewal Service Payments and Property Tax Rollback Payments required to be made to the City pursuant to the Urban Renewal Exemption. Interest on any amounts on deposit in the Urban Renewal Fund shall be credited to such Urban Renewal Fund. The Urban Renewal Service Payments and Property Tax Rollback Payments received by the City from the Property Owners with respect to the Urban Renewal Improvements on the real property located within the Project Area, so deposited and distributed pursuant to law as provided in O.R.C. Section 725.03, shall be used solely for the purposes authorized in O.R.C. Sections 725.01 *et seq.*, including, but not limited to, paying any School Compensation and any Costs of the Improvements, in a manner which is consistent with this Ordinance. The Urban Renewal Fund shall remain in existence so long as such Urban Renewal Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time said Urban Renewal Fund shall be dissolved and any surplus funds remaining therein transferred to the City's General Fund. Council authorizes the pledge and assignment of amounts on deposit in the Urban Renewal Fund, including specifically Urban Renewal Service Payments, to the trustee for the Bonds in accordance with instructions prepared by the City's Finance Director.

SECTION 5: Public Improvements. Council hereby designates the Financed Improvements as improvements undertaken as part of the "urban renewal project" (as such term is defined in O.R.C. Section 725.01(I)) agreed upon by the City with respect to the Project Area in accordance with O.R.C. Section 725.01 *et seq.*

The identification of the Financed Improvements, including any real property dedicated for the purpose of constructing a portion of the Financed Improvements thereon, may be revised or supplemented from time to time, provided such revisions or supplements are approved by the City.

SECTION 6: Development Agreements. The Mayor, on behalf of the City, is hereby authorized and directed to enter into the Urban Renewal Development Agreement with the Developer to (i) establish an exemption from real property taxation for the Urban Renewal Improvements; (ii) provide for the payment of Urban Renewal Service Payments by the Property Owners; (iii) provide for the payment by Property Owners of the School Minimum NCA Charge and Contingent Minimum Service Payments, if any; (iv) provide for the payment of costs relating to the Public Improvements, costs of the Stadium Project, and costs of the Urban Renewal Plan, including debt service on the Urban Renewal Bonds (as defined in the Urban Renewal Development Agreement) from the Urban Renewal Service Payments payable by the Property Owners and deposited by the City into the Urban Renewal Fund; (v) provide for the construction of the Public Improvements; and (vi) provide for the construction and rehabilitation of certain portions of the Private Improvements (as defined in the Urban Renewal Development Agreement).

Council hereby finds and determines that the Urban Renewal Development Agreement satisfies all of the conditions for a "development agreement" under O.R.C. Section 725.01(C). The Urban Renewal Development Agreement shall be in the same form as the one attached hereto as Exhibit D. The Urban Renewal Development Agreement shall require that the Developer, or its successors and assigns, consent in writing, on the required DTE 24 form, to the City's application for exemption pursuant to O.R.C. Section 5709.911(B)(1), and shall provide that the executed Urban Renewal

Development Agreement be recorded in the Cuyahoga County Recorder's Office as a declaration running with the land. The Mayor is authorized and directed to enter into the Urban Renewal Development Agreement with such changes approved by the Mayor and not inconsistent with this Ordinance and not materially adverse to the City, which shall be established conclusively by his signature thereon. The Urban Renewal Development Agreement shall become effective on the date as provided for therein.

This Council acknowledges that future Property Owner, person, or entity that acquires any right, title, or interest in or to all or any portion of a parcel comprising the Project Area must enter into and record a Joinder Agreement, the form of which is attached to the Urban Renewal Development Agreement (each a "Joinder Agreement"). Council hereby authorizes the execution and recording or each Joinder Agreement without further action of this Council. Each Joinder Agreement is intended to ensure that future Property Owners are bound by the terms, conditions, covenants, and obligations of the Urban Renewal Development Agreement applicable to Property Owners. Upon transer of a parcel or improvement comprising a portion of the Project Area and recording of a Joinder Agreement, the transferring Property Owner is to be released from obligations arising under the Urban Renewal Development Agreement after the effective date of such transfer and solely with respect to the transferred interest; provided, that no such transfer or release shall release or discharge the transferring Property Owner from any liability arising before the transfer or its obligations with respect to any other portion of the Project Area. No conveyance, assignment, Joinder Agreement, or consent thereto by the City shall constitute a waiver of any existing default, a release of any accrued obligation, approval of any other exemption, or modification of the Urban Renewal Development Agreement except as expressly stated in a written instrument executed by the City.

SECTION 7: School Compensation Agreement. The Mayor, on behalf of the City, and pursuant to O.R.C. Sections 725.02, 5709.40, 5709.41, 5709.42, and 5709.43, is hereby authorized and directed to enter into a School Compensation Agreement with the School Districts. The School Compensation Agreement shall be in a form attached hereto as Exhibit E. The School Compensation Agreement shall provide that during the Urban Renewal Exemption Period, the City shall pay School Compensation to the School Districts. Such School Compensation shall be payable to the School Districts at the times and as provided for in the School Compensation Agreement. School Compensation shall be payable out of the Urban Renewal Service Payments and other revenue actually received by the City, including the School Minimum NCA Charge and the Contingent Minimum Service Payment. The Mayor is authorized and directed to enter into the School Compensation Agreement with such changes approved by the Mayor and not inconsistent with this Ordinance and not materially adverse to the City, which shall be established conclusively by his signature thereon.

SECTION 8: Application for Real Property Tax Exemption and Remission. Council further hereby authorizes and directs the City Finance Director, the City Law Director, or other appropriate officers of the City, to sign and execute all DTE-24 forms and documents and make such arrangements as are necessary and proper for collection of the Urban Renewal Service Payments and other service payments from the Property Owners of real property located in the Project Area, which are to be deposited into the Urban Renewal Fund or another service payment fund, established for such purpose.

SECTION 9: Non-Discriminatory Hiring Policy. In accordance with O.R.C. Section 5709.832, no employer located in the Project Area shall deny any individual employment based solely on race, religion, sex, disability, color, national origin, or ancestry, or any other classification that is now or may become a classification protected by Federal or Ohio law.

SECTION 10: Further Authorizations. Council hereby authorizes the Mayor, City Finance Director, the City Law Director, or other appropriate officers of the City, to prepare and sign all documents, instruments, and certifications, and to take all other actions, as may be necessary and appropriate to implement the transactions contemplated by the Urban Renewal Development Agreement, the School Compensation Agreement, and this Ordinance.

Pursuant to O.R.C. Section 725.02(C), the Council authorizes the Mayor, City Finance Director, the City Law Director, or other appropriate officers of the City to certify to the Cuyahoga County Fiscal Officer at the execution of each Urban Renewal Bond issuance and refunding that the applicable exemption period has been specified in the Urban Renewal Development Agreement and that the Urban Renewal Development Agreement is still valid and effective.

SECTION 11: Notification of Passage. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its adoption. On or before March 31 of each year that the Urban Renewal Exemption set forth in Section 1 hereof remains in effect, the Finance Director or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio a status report.

SECTION 12: Tax Incentive Review Council. The City has created a Tax Incentive Review Council with the membership of that Council constituted in accordance with O.R.C. Section 5709.85. That Council shall, in accordance with O.R.C. Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that Council, all in accordance with O.R.C. Section 5709.85.

SECTION 13: Open Meetings. It is hereby found and determined that all formal actions of this Council, and any committees thereof, concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 14: Emergency Measure. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the benefits resulting from the financing and implementation of the Project; provided that this Ordinance receive the affirmative vote of at least five (5) members elected to Council, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

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PASSED: _____, 2026

_____
President of Council

ATTEST:

APPROVED

_____
Clerk of Council

_____
Mayor

Certificate

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

_____
DIRECTOR OF LAW

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CUYAHOGA, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio, and known as being Parcels "1", "2", "3", "4", "5", and "6" on that certain Brook Park Stadium Plat prepared by Terrence E. Worsech (Registered Survey No. 8138-Ohio) of Neff & Associates for HSG BP Development, LLC, dated February 24, 2026 executed by City Council on February 26, 2026, and recorded on May 22, 2026, among the Cuyahoga County Records as Instrument No. 202605220170.

EXHIBIT B

Brook Park Urban Renewal Area
Urban Renewal Plan

EXHIBIT C

THE PUBLIC IMPROVEMENTS

The Public Improvements consist generally of acquiring and constructing the public infrastructure improvements described below, including but not limited to, the following:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, curbs, gutters, retaining walls, erosion and sediment control measures, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, traffic controls, leisure trails, trail connections, trail bridges and shared-use paths, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,

- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), police and fire equipment, and all other appurtenances thereto; and,

- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes, and including but not limited to underground utilities or other facilities, including broadband and fiber optic facilities, water and fire protection systems, and all other appurtenances thereto, including the continued maintenance of the same; and,

- **Parks.** Construction or reconstruction of one or more public parks, plazas, greenspaces, open-space areas, recreation areas, and associated park improvements, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, site furnishings, amenities, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,

- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees, shrubs, landscaping mounds, gardens, irrigation systems, fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, bicycle racks, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto, including the continued maintenance of streetscape and landscape improvements; and,

- **Public Parking.** Construction, installation, and reconstruction of one or more public parking facilities, including public surface parking, public parking structures, mobility facilities, associated ingress, egress, lighting, signage, and related improvements serving the Project Area, and all other appurtenances thereto, including the cost of continued maintenance; and,

- **Acquisition of Real Estate.** Acquisition of real estate or interests in real estate (including easements, rights-of-way, licenses, leases, and similar property interests whether permanent or temporary)

necessary to accomplish any of public improvement, facilitate development of public improvements, or aid industry, commerce, culture, research, and accessibility; and,

- **Police and Fire Equipment and Facilities.** Construction, reconstruction, installation, acquisition, expansion, renovation, equipping, furnishing, or improvement of public safety facilities and related improvements, including police stations, police substations, fire stations, emergency medical service facilities, public safety training facilities, emergency operations facilities, and all appurtenances thereto including police, fire and emergency services equipment and facilities, including but not limited to vehicles, personal equipment, and other items, gadgets, upgrades, and improvements necessary for public health, safety, and welfare, in addition to the installation, replacement, upgrading, equipping, or improvement of police, fire, emergency medical service, emergency communications, public warning, and other public safety systems and technology incorporated into or necessary for the operation of public safety facilities, including dispatch, surveillance, radio, and other communication systems, and related facilities and appurtenances serving the Project Area; and,

- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, and infrastructure, including such projects on private property when determined to be necessary for public health, safety, and welfare, including but not limited to detention, retention, conveyance, drainage, and related stormwater management facilities, and appurtenances thereto; and,

- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the public infrastructure improvements and maintaining the Urban Renewal Fund, including but not limited to engineering, architectural, legal, administration, permitting and public infrastructure construction management, other consulting and professional services and associated fees, the fees and reasonable expenses or charges of a trustee or the entity providing administrative services with respect to Urban Renewal Service Payments and the Bonds, any issuer of a letter of credit or other surety or financial guaranty for the Bonds, the issuer or any registrar, paying agent, authenticating agent, remarketing agent, continuing disclosure agent, consultant or other agent retained by an issuer or the trustee to perform any duty required of it, any other amounts (other than service charges or School Payments) required to be paid in connection with servicing Bonds, the collection and transfer of the Urban Renewal Service Payments, and any other reasonable expenses, including expenses incurred by an Issuer to comply with its obligations under the documents pursuant to which Bonds are issued; and,

- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,

- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing public infrastructure improvements and for the maintenance of the Urban Renewal Fund; and

- **Demolition.** Demolition, excavation, site preparation, clearing, grading, environmental investigation, environmental remediation and related activities, including such activities on private property when determined to be necessary for urban redevelopment, economic development, public health or welfare, or to accomplish any of the public improvements or improvements for purposes or urban redevelopment; and

- **Environmental Measures.** Construction, reconstruction, installation, acquisition, improvement, equipping, or replacement of environmental sustainability, energy efficiency, renewable energy, water conservation, waste reduction, recycling, green infrastructure, emissions mitigation, and resiliency improvements that benefit the Project Area, including energy-efficient lighting and building systems, renewable energy generation and storage systems, electric vehicle charging infrastructure, alternative-

energy facilities, green roofs, permeable pavers, rain gardens, bioswales, urban forestry improvements, water reuse and conservation systems, recycling and waste-management facilities, and related improvements, together with all appurtenances thereto, to the extent such improvements constitute public infrastructure improvements or improvements for urban redevelopment purposes and are authorized to be financed by the City under applicable law; and,

- **Community Facilities.** Community facilities, land acquisition, and land development authorized by any new community authority established pursuant to O.R.C. Chapter 349, to the extent that such improvements constitute public infrastructure improvements or improvements for urban redevelopment purposes, are related to and determined by the City to benefit the Project Area, and are authorized to be financed by the City under applicable law; and,

- **Cultural and Recreational Centers.** Construction, reconstruction, installation, acquisition, expansion, renovation, equipping, furnishing, or improvement of publicly owned community, civic, cultural, educational, entertainment, or recreational facilities and related improvements that benefit the Project Area, to the extent determined by the City, to constitute improvements for urban redevelopment purposes and authorized under applicable law, together with all appurtenances thereto; and,

- **Public Transportation Facilities.** Construction, reconstruction, installation, acquisition, expansion, renovation, equipping, furnishing, improvement, or relocation of public transportation, transit, multimodal, mobility, shuttle, passenger loading, passenger drop-off, and transit-support facilities and infrastructure that serve to benefit the Project Area, together with all appurtenances thereto; and,

- **Signage and Wayfinding.** Construction, reconstruction, installation, or improvement of public wayfinding systems, gateway features, monuments, public art, digital information systems, kiosks, and related improvements serving the Project Area, together with all appurtenances thereto; and,

- **Professional Fees.** To the extent not already provide for herein, any design, engineering, architectural, surveying, planning, inspection, testing, environmental, legal, administrative, consulting, project management, permitting, governmental, utility, acquisition, relocation, demolition, remediation, financing, reimbursement, construction management, and other costs, expenses, fees, studies, reports, services, and activities necessary, incidental, related, or appurtenant to the acquisition, planning, design, financing, construction, reconstruction, installation, equipping, improvement, maintenance, repair, replacement, or completion of any public infrastructure improvements or improvements for urban redevelopment purposes described or contemplated herein, including but not limited to the costs of such permanent improvements identified in R.C. Section 133.15(B), costs of issuance, capitalized interest, required reserves, administrative expenses, reimbursement payments, and debt service on bonds or other obligations issued to finance or refinance such improvements, all as determined by the City and permitted by this Ordinance and other applicable law; and,

- **Offsite Public Improvements.** The development, construction, and maintenance of various elements including roadway, structures, stormwater, drainage, lighting, maintenance of traffic, signing and pavement marking, water work and impacts to sanitary sewer, and utility coordination, including specifically exit ramp improvements within the City, Snow Road, Ring Road, Connector Road, Engle Road, and any pedestrian walkways, pathways, or multi-use corridors.; and,

- **Other Expenses.** Any and all other costs of public infrastructure improvements serving the Project Area, as determined by the City in its sole discretion and in accordance with the Urban Renewal Plan, Urban Renewal Development Agreement, the City's related rules and laws, and other generally applicable Ohio law; and

- **Maintenance.** To the extent not already provided for herein, costs associated with maintenance, upkeep, reconstruction, improvement, or enhancement or of any public improvement or component of a public improvement.

Without the express legislative authorization of Brook Park's City Council, no Public Improvements may be undertaken for infrastructure or projects that are not dedicated to or owned by the City.

All of the Public Improvements described above are "public infrastructure improvements" as defined by O.R.C. Section 5709.40(A)(8) undertaken as part of the "urban renewal project" as defined by O.R.C. Section 725.01(I) with respect to the Project Area, and will directly benefit the real property described in Exhibit A.

EXHIBIT D

Urban Renewal Development Agreement

[to be attached]

EXHIBIT E

School Compensation Agreement

[to be attached]

P / C _____
CA Prior 12/1/26
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO.: _____

INTRODUCED BY: MAYOR ORCUTT

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

WHEREAS, this Council desires to make certain public infrastructure improvements and promote economic opportunity within the City of Brook Park (the "City"); and

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.40, 5709.42 and 5709.43 (the "TIF Act") provide that this Council may declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, provide for the making of service payments in lieu of taxes by the owner of such parcels, provide for the distribution of a portion of such service payments to the Berea City School District and the Polaris Career Center, establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit those parcels; and

WHEREAS, on December 6, 2022, Council adopted Ordinance No. 11296-2022 providing for an exemption pursuant to R.C. Section 5709.40(B) with respect to certain real property comprising the

RECEIVED
NOV 24 2026
BROOK PARK CITY COUNCIL

former Ford Plant property (the "Original .40(B) TIF Ordinance"); and

WHEREAS, the Utility Strip Property described in Exhibit A was not included within the real property subject to the Original .40(B) TIF Ordinance, and Council now desires to authorize a separate exemption pursuant to R.C. Section 5709.40(B) with respect to certain utility strip property (as further defined and described in Section 1 and depicted on Exhibit A, the "Utility Strip Property"); and

WHEREAS, Council intends that the exemption authorized by this Ordinance apply to the Utility Strip Property notwithstanding that portions thereof may be located within one or more parcels created by the plat for the area of Brook Park known as the Stadium site, and that the exemption authorized by this Ordinance be coordinated with any exemption separately authorized by Council pursuant to R.C. Section 5709.41 so that no Improvement is unintentionally subject to competing exemptions; and

WHEREAS, because the Ordinance provides for the Berea City School District and Polaris Career Center (the "School Districts") to receive the payments described in R.C. Section 5709.40(D)(1), approval of the exemption by the School Districts is not required under R.C. Section 5709.40(D)(2); and

WHEREAS, the City has provided the School Districts all notices required pursuant to R.C. Sections 5709.40(D)(5) and 5709.83, or such notices have been waived.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, County of Cuyahoga, State of Ohio, that:

SECTION 1: The real property subject to this ordinance is identified and depicted on Exhibit A to this Ordinance (as currently or subsequently configured, collectively, the "Utility Strip Property," and each separate parcel or portion thereof, a "Parcel").

SECTION 2: This Council hereby finds that the public infrastructure improvements described in Exhibit B to this Ordinance (the "Public Infrastructure Improvements") directly benefit, or once made will directly benefit, the Utility Strip Property, and hereby specifically designates such Public Infrastructure Improvements for purposes of R.C. Section 5709.40(B).

SECTION 3: This Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in R.C. Section 5709.40(A)) is hereby declared to be a public purpose and exempt from real property taxation in accordance with R.C. Section 5709.40(B) for a period of thirty (30) years. With respect to each Parcel, the exemption shall commence in the first tax year commencing after the effective date of this Ordinance in which an Improvement with respect to such Parcel first appears on the tax list and duplicate of real and public utility property, with a separate thirty-year exemption period applicable to each Parcel, all in accordance with R.C. Section 5709.40(G).

SECTION 4: Pursuant to R.C. Section 5709.42, the owner of each Parcel is hereby required to and shall make service payments in lieu of taxes with respect to the Improvement allocable thereto to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), shall be allocated, distributed and deposited in accordance with Section 6 of this Ordinance.

SECTION 5: This Council acknowledges that the Ford Plant Municipal Improvement Tax Increment Equivalent Fund (the "TIF Fund") was previously established pursuant to Ohio Revised Code Section 5709.43 by Ordinance No. 11296-2022, passed by Council on December 6, 2022. The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Act or this Ordinance. The Director of Finance is authorized to establish and maintain within

the TIF Fund a separate account or subaccount for Service Payments attributable to the Utility Strip Property and such additional accounts or subaccounts as the Director determines to be necessary or appropriate for the receipt, allocation and application of such Service Payments. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with-Ohio Revised Code Section 5709.43.

SECTION 6: Pursuant to R.C. Section 5709.40(D)(1), the Cuyahoga County Fiscal Officer is requested to distribute the Service Payments to the Berea City School District and the Polaris Career Center in an amount equal to the amount each school district would otherwise have received as real property tax payments derived from the Improvement to that Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance. The Cuyahoga County Fiscal Officer is requested to distribute all remaining Service Payments to the City for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any securities of the City heretofore or hereafter issued to pay or reimburse financing costs or costs of those Public Infrastructure Improvements and any other lawful purpose.

SECTION 7: This Council hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This Council further hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 8: Pursuant to Ohio Revised Code Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development not later than fifteen days after its adoption. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Economic Development Commissioner or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Department of Development the status report required under Ohio Revised Code Section 5709.40(I).

SECTION 9: Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law, including Ohio Revised Code Section 121.22.

SECTION 10: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason to implement tax increment financing and maximize funding for Public Infrastructure Improvements; provided this Ordinance received the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____, 2026

_____
President of Council

ATTEST:

APPROVED

_____
Clerk of Council

_____
Mayor

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

_____
DIRECTOR OF LAW

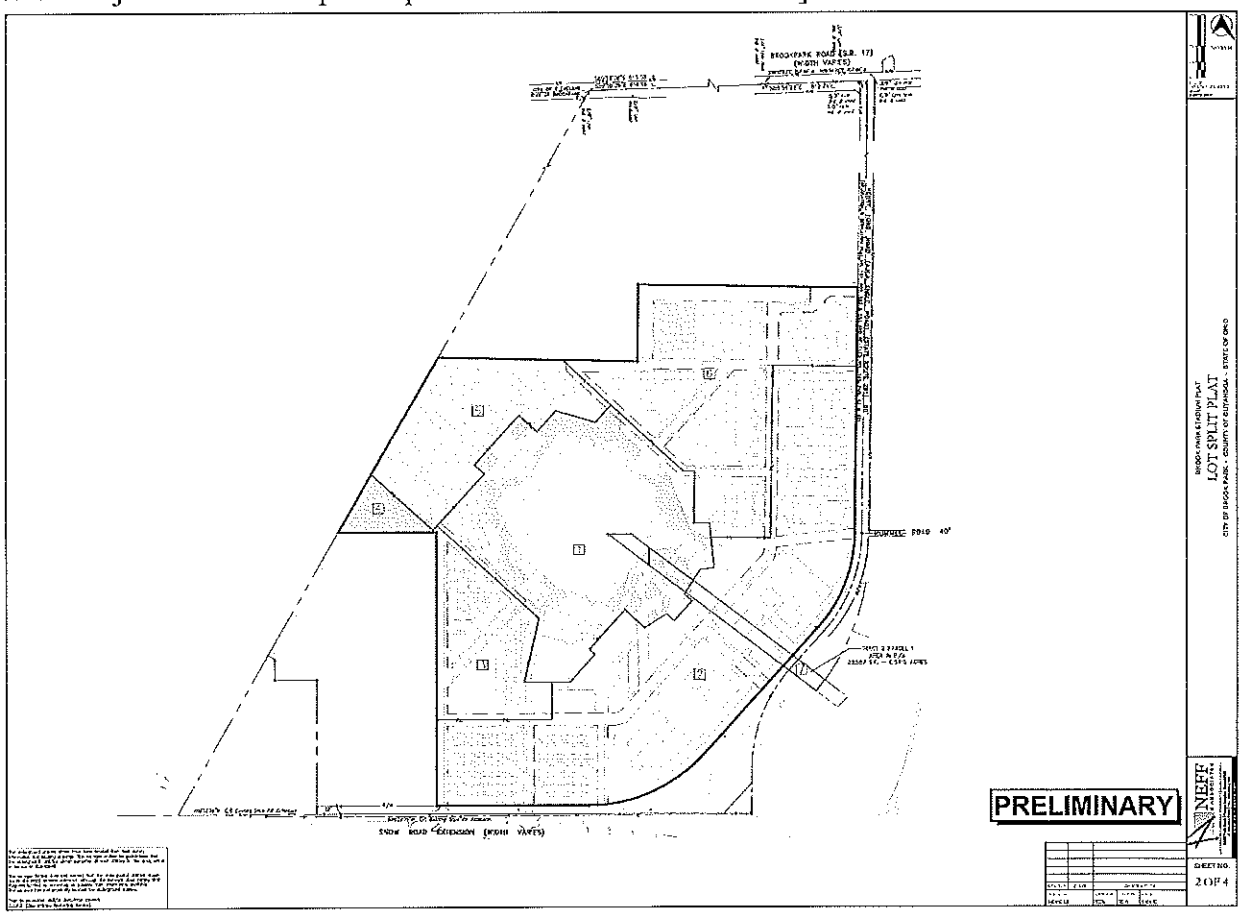
EXHIBIT A

THE PARCELS

The Parcels consist of the real property formerly assigned Cuyahoga County Parcel IDs 343-02-003 and 342-07-002, less and except such portion of the Parcels currently situated within Parcel "2" on that certain Brook Park Stadium Plat prepared by Terrence E. Worsech (Registered Survey No. 8138-Ohio) of Neff & Associates for HSG BP Development, LLC, dated February 24, 2026 executed by City Council on February 26, 2026, and recorded on May 22, 2026, among the Cuyahoga County Records as Instrument No. 202605220170.

[The Utility Strip Property described above consists of the portions of the former utility property located within Parcels "1" of the Brook Park Stadium Plat. No portion located within Parcel "2" of the Brook Park Stadium Plat is included within the Utility Strip Property or subject to the exemption authorized by this Ordinance.]

[Therefore, the Parcels currently consist of Cuyahoga County Parcel ID 342-19-010, being the strip of land depicted below that crosses Parcels Numbered "1," "2," and "7", less and except any such real property comprising Cuyahoga County Parcel ID 342-18-007, being the portion located within Parcel Number "2."Only the portion located within Parcel Number "1" is intended to be subject to the exemptions provided for in this Ordinance.]



The following legal description describes former Cuyahoga County Parcel IDs 343-02-003 and 342-07-002 and is included for convenient reference only.

Legal Description

Parcel 1 (All of Permanent Parcel No. 343-02-003 and part of Permanent Parcel No. 342-07-002):

Situated in the Village now City of Brook Park, County of Cuyahoga and State of Ohio, and known as being parts of Original Middleburgh Township Lot No. 3, in Section 11, and Lot No. 4 in Section 10, and being a strip of land 90 feet in width bounded and described as follows:

Beginning at a point in the easterly line of that certain parcel of land described as Parcel Twenty-One in Deed from The Cleveland Trust Company, an Ohio corporation, to The New York Central Railroad Company, dated October 21, 1938, and recorded in Volume 4878, Page 19 of the Deed Records of said County, distant South 1 degrees 08' 26" East along said easterly line 86.05 feet from the point at the northeasterly corner of said land in the center line of Hummel Road, 40 feet wide, now vacated;

Course 1: Thence South 54 degrees 35' 59" East a distance of 1527.24 feet to a point;

Course 2: Thence South 56 degrees 17' 41" East a distance of 63.41 feet to a point in the dividing line between the land of The Cleveland, Cincinnati, Chicago and St. Louis Railway Company and the land which was conveyed to The Cleveland Trust Company, an Ohio corporation, as the Second Parcel in Deed from Elsie Rohde, et al., dated as of February 27, 1950, and recorded in Volume 6886, Page 391 of the Deed Records of said County, said point being distant North 42 degrees 49' 09" East along said dividing line 875.26 feet from its point of intersection with the center line of Engle Road, the same being the line between said Section 10 and 11;

Course 3: Thence South 42 degrees 49' 09" West along said dividing line, a distance of 91.15 feet to a point in a line parallel with and distant 90 feet by rectangular measurement southwesterly from Course 2;

Course 4: Thence North 56 degrees 17' 41" West along said parallel line, a distance of 50.31 feet to a point in a line parallel with and distant 90 feet by rectangular measurement southwesterly from Course I;

Course 5: Thence North 54 degrees 35' 59" West along said last mentioned parallel line, a distance of 1461.88 feet to a point in the easterly line of Parcel Twenty-one conveyed aforesaid;

Course 6; Thence North 1 degrees 08' 26" West along the easterly line of said Parcel Twenty-one, a distance of 112.02 feet to the place of beginning and containing 3.205 acres more or less.

Excepting therefrom Parcel 1 above, the following:

Situated in the Village now City of Brook Park, County of Cuyahoga and State of Ohio, and known as being part of Original Middleburgh Township Lot No. 4 in Section 10, bounded and described as follows:

Beginning at a point in the northeasterly line of land conveyed to The Cleveland Electric Illuminating Company by special warranty deed dated August 13, 1951, and recorded in Volume 7429, Page 163, of Cuyahoga County Records at its intersection with the southeasterly corner of Parcel No. 4 of land conveyed to the County of Cuyahoga, Ohio by limited warranty deed recorded in Volume 8873, Page 505, of Cuyahoga County Records, said point being on the southeasterly line of Engle Road, as now established, the width of which varies; thence south 54 degrees 35' 59" east along the said northeasterly line of land conveyed to The Cleveland Electric Illuminating Company as aforesaid, 121.37 feet to an angle point therein; thence south 56 degrees 17' 41" east along said northeasterly line, 63.41 feet to a point in the northwesterly right of way of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad, 100 feet wide; thence south 42 degrees 49' 09" west along said right of way, 91.15 feet to a point therein; thence north 56 degrees 17' 41" west along the southwesterly line of land conveyed to The Cleveland Electric Illuminating Company as aforesaid, 50.31 feet to an angle point therein; thence north 54 degrees 35' 59" west along said southwesterly line, 123.04 feet to the southeasterly line of Engle Road as aforesaid; thence north 35 degrees 54' 33" east along said southeasterly line, 52.98 feet to a point of curve therein; thence northeasterly along said southeasterly line, being a curved line deflecting to the left, 37.03 feet, said curve line having a radius of 1477.40 feet and a chord which bears north 35 degrees 11' 28" east, 37.03 feet to the place of beginning, and containing 0.3697 of an acre of land.

Parcel 2 (Part of Permanent Parcel No. 342-07-002):

Situated in the Village now City of Brook Park, County of Cuyahoga and State of Ohio, and known as being a part of Original Middleburgh Township Lot No. 3 in Section 11 and being a strip of land 90 feet in width bounded and described as follows:

Beginning at a point in the center line of Hummel Road, 40 feet wide, distant South 88 degrees 38' 49" West 115.53 feet along said center line from the northwesterly corner of that certain parcel of land described as Parcel Twenty-one in deed from The Cleveland Trust Company to The New York Central Railroad company, an Ohio corporation, dated October 21, 1938, and recorded in Volume 4878, Page 19 of the Deed Records of said County;

Course 1: Thence South 54 degrees 35' 59" East 143.78 feet to a point in the easterly line of land conveyed as aforesaid, said point being distant South 1 degree 08' 26" East 86.05 feet along said easterly line from said point at the northeasterly corner of land so conveyed;

Course 2: Thence South 1 degrees 08' 26" East along the easterly line of the land conveyed as aforesaid, a distance of 112.02 feet to a point in a line parallel with and distant 90 feet by rectangular measurement southwesterly from Course 1 and its prolongation;

Course 3: Thence North 54 degrees 35' 59" West along said parallel line, 331.00 feet to a point in said centerline of Hummel Road, now vacated;

Course 4: Thence North 88 degrees 38' 49" East along said center line of Hummel Road, 150.41 feet to the place of beginning, and containing 0.490 of an acre, more or less.

Permanent Parcel Nos. 342-07-002 and 343-02-003.Property Address: Engle Road, Brook Park, Ohio

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include any "public infrastructure improvement" defined under ORC Section 5709.40(A)(8) and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC Section 133.15(B)) and the following:

- **Roadways**. Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, all other appurtenances thereto.

- **Parking**. Construction, reconstruction, improving, and equipping of surface or structured public parking facilities.

- **Water/Sewer**. Construction, reconstruction or installation of, as well as the continued maintenance of, public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to mechanical relocations for electric and communications facilities necessary for the development of the Property, and those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification, installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, and the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition of the existing structures on the Parcels.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels necessary for redevelopment of the Parcels.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

P/C _____
CA Prior 12/1/26
1st R _____
2nd R _____
3rd R _____
EC _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: **MAYOR ORCUTT**

AN ORDINANCE AUTHORIZING THE MAYOR TO HIRE BEVERLY A. MEYER, PARTNER AT THE LAW FIRM OF "BRICKER GRAYDON WYATT LLP", TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR," FOR LABOR MATTERS, AND DECLARING AN EMERGENCY

WHEREAS, the City desires to hire Beverly A. Meyer, partner at Bricker Graydon Wyatt LLP to handle a labor matter.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to hire Beverly A. Meyer, of Bricker Graydon Wyatt LLP, to act as co-counsel to the Law Director for labor matters.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to hire Beverly A. Meyer to act as co-counsel for the Law Director; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

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NOV 24 2026
BROOK PARK CITY COUNCIL

PASSED: _____

_____
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

_____
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

DIRECTOR OF LAW

Outlook

RE: Brook Park Labor Representation

From Meyer, Beverly <BMeyer@bricker.com>
Date Mon 11/16/2026 8:16 PM
To Edward Orcutt <eorcutt@cityofbrookpark.com>
Cc Bell, John Caleb <JBell@bricker.com>; Carol Horvath <chorvath@cityofbrookpark.com>; Charles Rednour <crednour@cityofbrookpark.com>

You don't often get email from bmeyer@bricker.com. Learn why this is important

Perfect. Sending the Teams invite now.

Beverly A. Meyer
Partner
Bricker Graydon Wyatt LLP
Office: 937 224 1849

*Please note our Firm's new name – **Bricker Graydon Wyatt LLP** – and email domain – **@bricker.com**.*

This message, including any attachments, is confidential and may be privileged or protected by work product rules. If you received it in error, please delete it from your system and notify us at 614 227 8899 or info@bricker.com. Bricker Graydon LLP and Wyatt, Tarrant & Combs, LLP merged effective January 1, 2026, forming Bricker Graydon Wyatt LLP, an expanded firm serving clients across multiple states. Our email addresses now use the **@bricker.com** domain. To ensure you continue receiving our communications, please add **@bricker.com** to your email safelist or approved senders list.

From: Edward Orcutt <eorcutt@cityofbrookpark.com>
Sent: Monday, November 16, 2026 7:46 PM
To: Meyer, Beverly <BMeyer@bricker.com>
Cc: Bell, John Caleb <JBell@bricker.com>; Carol Horvath <chorvath@cityofbrookpark.com>; Charles Rednour <crednour@cityofbrookpark.com>
Subject: [EXT] Re: Brook Park Labor Representation

Hello Beverly,

Thank you for the quick response. I am available Wednesday 9 - 10 am.
I have copied our Law Director, Carol Horvath, and H.R. Commissioner, Charles Rednour.

Mayor Edward A. Orcutt

Brook Park City Hall
6161 Engle Road
Brook Park, OH 44142
(216) 433-1300 Ext. 4222

From: Meyer, Beverly <BMeyer@bricker.com>
Sent: Monday, 16 November 2026 19:06:21
To: Edward Orcutt <eorcutt@cityofbrookpark.com>
Cc: Bell, John Caleb <JBell@bricker.com>
Subject: FW: Brook Park Labor Representation

You don't often get email from bmeyer@bricker.com. Learn why this is important

Hello Mayor Orcutt – Caleb shared your request for assistance with a labor issue regarding former Brook Park Police Officer Frankie Smith. Would you be available to talk Wednesday morning? I'm available from 8:30a-11:30a that day. If you need to discuss the issue sooner than that, please let me know. Looking forward to connecting with you – Beverly

Beverly A. Meyer
Partner
Bricker Graydon Wyatt LLP
Office: 937 224 1849

*Please note our Firm's new name – **Bricker Graydon Wyatt LLP** – and email domain – **@bricker.com**.*

This message, including any attachments, is confidential and may be privileged or protected by work product rules. If you received it in error, please delete it from your system and notify us at 614 227 8899 or info@bricker.com. Bricker Graydon LLP and Wyatt, Tarrant & Combs, LLP merged effective January 1, 2026, forming Bricker Graydon Wyatt LLP, an expanded firm serving clients across multiple states. Our email addresses now use the **@bricker.com** domain. To ensure you continue receiving our communications, please add **@bricker.com** to your email safelist or approved senders list.

From: Edward Orcutt <eorcutt@cityofbrookpark.com>
Sent: Monday, 16 November 2026 16:16:28
To: Bell, John Caleb <JBell@bricker.com>
Cc: Charles Rednour <crednour@cityofbrookpark.com>; Carol Horvath <chorvath@cityofbrookpark.com>; Robert McGann <rmcgann@cityofbrookpark.com>
Subject: Brook Park Labor Representation

Caleb,

Thank you for taking my call and discussing labor representation for former Brook Park Police Officer Frankie Smith.

Would you please pass along my contact information to Beverly? I would appreciate the opportunity to schedule a meeting with her at her earliest convenience.

Thank you for your assistance.

Mayor Edward A. Orcutt

Brook Park City Hall
6161 Engle Road
Brook Park, OH 44142
(216) 433-1300 Ext. 4222

eorcutt@cityofbrookpark.com

2027 CAUCUS-COUNCIL MEETING SCHEDULE

JANUARY	Holidays Observed
5 - Caucus Prior	1/1/27 New Year's Day
5 - Council	
12 - Caucus	
19 - Caucus Prior	1/18/27 Martin Luther King Day
19 - Council	

FEBRUARY	
2 - Caucus Prior	
2- Council	
9 - Caucus	2/15/27 President's Day
16 - Caucus Prior	
16 - Council	

MARCH	
2 - Caucus Prior	
2 - Council	
9 - Caucus	
16 - Caucus Prior	
16 - Council	

APRIL	
6 - Caucus Prior	
6 - Council	
13 - Caucus	
20 - Caucus Prior	
20 - Council	

MAY	
4 - Caucus Prior	5/4/27 Sp. Election
4 - Council	
11 - Caucus	
18 - Caucus Prior	5/31/27 Memorial Day
18 - Council	

JUNE	
1 - Caucus Prior	
1 - Council	
8 - Caucus	
15 - Caucus Prior	
15 - Council	

SUMMER RECESS	Holidays Observed
	7/4/27 Independence Day

AUGUST	
SUMMER RECESS	
17 - Caucus Prior	
17- Council	

SEPTEMBER	
7 - Caucus Prior	9/6/27 Labor Day
7 - Council	
14 - Caucus	9/14/27 Primary Election
21 - Caucus Prior	
21 - Council	

OCTOBER	
5 - Caucus Prior	
5 - Council	
12 - Caucus	
19 - Caucus Prior	
19 - Council	

NOVEMBER	
2 - Caucus Prior	11/02/27 Election Day
2 - Council	11/11/27 Veteran's Day
9 - Caucus	
16 - Caucus Prior	11/25/27 Thanksgiving Day
16 - Council	11/26/27 Day after Thanksgiving

DECEMBER	
7 - Caucus Prior	
7 - Council	
14 - Caucus	
21 - Caucus Prior	12/25/27 Christmas Day
21 - Council	

Verbal Approval:

P/C 11/17/26 Service
CA
1st R
2nd R
3rd R
E/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO._____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR, TO EXECUTE THE PRELIMINARY LEGISLATION AND TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROOK PARK AND THE OHIO DEPARTMENT OF TRANSPORTATION, FOR THE CUY IR 071/VAR 08.84 BROOK PARK PROJECT (PID 125149), AND DECLARING AN EMERGENCY

WHEREAS, the City Council has determined that it is in the best interest of the City of Brook Park to execute the preliminary participatory legislation and to enter into an agreement between the City of Brook Park and The Ohio Department of Transportation for the CUY IR 071/VAR 08.84 Brook Park Project (PID 125149).

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

SECTION 1: The Mayor is hereby and herein authorized to execute the preliminary participatory legislation **(Exhibit A)** and to enter into an agreement **(Exhibit B)** between the City of Brook Park and the Ohio Department of Transportation for the CUY IR 071/VAR 08.84 Brook Park Project (PID 125149) in the City of Brook Park as delineated in **Exhibits A and B** attached hereto and made a part hereof as if fully rewritten, as well as any other agreements necessary to develop and construct the Project.

SECTION 2: The money needed for the aforesaid transaction shall be paid or reimbursed as prescribed in Attachment A of Ordinance No. _____-2026 adopted on October ____, 2026, made a part hereof as if fully rewritten.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, in order to authorize the timely execution of the participatory legislation and agreement as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____ _____
PRESIDENT OF COUNCIL

ATTEST: _____ APPROVED: _____
CLERK OF COUNCIL MAYOR

_____
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

DIRECTOR OF LAW

PARTICIPATORY LEGISLATION

AND

LPA AGREEMENT (OLPA)

10/1/2026~~9/18/2026~~

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

Ordinance/Resolution # : _____
PID No. : 125149
County/Route/Section : CUY IR 071/VAR 08.84 Brook Park
Agreement No:_____

The following is a/an _____ enacted by the City of Brook Park of Cuyahoga
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Infrastructure improvements supporting new stadium and mixed-use development in the City of Brook Park in Cuyahoga County. Includes modifications to I-71 and Snow Road interchange, new I-71 ramp bridge, new perimeter roadway and intersection with Snow Road, pavement removals and access modifications to Five Points Road, additional pavement and pedestrian improvements to Engle Road (SR-291) and Snow Road, new pedestrian bridge.

NOW THEREFORE, be it ordained by the City of Brook Park of Cuyahoga County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project. The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of federal aid funds set aside by the Director of Transportation for the financing of this improvement for funds allocated by the Federal Highway Administration, United States Department of Transportation.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

PID No: 125149

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said _____ to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of the _____ to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116 and in accordance with any agreements entered into between ODOT and the LPA; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Exhibit A

PID No: 125149

SECTION VII-Emergency measure
(as applicable)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Motion/Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

_____
(Contractual Agent of LPA – title)

_____

_____

_____

CERTIFICATE OF COPY
STATE OF OHIO

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Motion/Ordinance/Resolution)
_____ on the _____ day of _____, 2_____.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____ 2_____.

SEAL

_____
(Clerk)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

Agreement Number: 44464

PID Number: 125149

County-Route-Section: CUY IR 071/VAR 08.84 Brook Park

SAM Unique Entity ID: EKFLHA8W56U9

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

1.1 **THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the City of Brook Park, 6161 Engle Road, Brook Park, OH 44142 (LPA).

1.2 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.3 Section 5501.03 (D) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.4 The Brook Park Infrastructure improvements supporting new stadium and mixed-use development in the City of Brook Park in Cuyahoga County. Includes modifications to I-71 and Snow Road interchange, new I-71 ramp bridge, new perimeter roadway and intersection with Snow Road, pavement removals and access modifications to Five Points Road, additional pavement and pedestrian improvements to Engle Road (SR-291) and Snow Road, new pedestrian bridge. (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be $94,678,977.00.

ODOT shall provide to the LPA **80** percent of the eligible costs, utilizing Spending Authority Code **(SAC) 4BK7 MAJOR NEW CONSTRUCTION Assistance Listing Number (ALN): 20.279 National Highway Performance Program** up to a maximum of **$28,000,000.00** in Federal funds in the Construction Contract phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA **20** percent of the eligible costs, utilizing Spending Authority Code **(SAC) 4BD7 MAJOR NEW CONSTRUCTION** up to a maximum of **$7,000,000.00** in Federal funds in the Construction Contract phase(s)/subphase(s). This 20 percent State MAJOR NEW CONSTRUCTION (SAC 4BD7) is the match to the 80 percent Federal MAJOR NEW CONSTRUCTION (SAC 4BK7); see paragraph above. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 15.1 of this Agreement.

3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.4 The LPA is not administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the PROJECT and is therefore considered a beneficiary of Federal funds

and is not responsible for reporting the applicable Federal expenditures on their Schedule of Expenditures of Federal Award.

3.5 The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.

3.6 Payment or reimbursement to the LPA shall be submitted to:

City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website https://www.transportation.ohio.gov/working/publications. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X	X	ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X	X	ODOT to: 1) Provide coordination as needed 2) Review all plans and documents, provide comments and approve.
Environmental Engineering	Stage 1 Plans	X	X	ODOT to review all plans and documents, provide comments and approve.
	Stage 2 Plans	X	X	ODOT to review all plans and documents, provide comments and approve.

	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits	X	X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X	X	ODOT to review all plans and documents, provide comments and approve.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation	X		Refer to Section 7.6 for additional details.
	Railroad Coordination and Agreements	X	X	Refer to Section 7.8 for additional details.
	Stage 3 Plans	X	X	ODOT to review all plans and documents, provide comments and approve.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents, provide comments and approve.
	Endangered Species Mitigation	X	X	ODOT is responsible for review and approval of the LPA's Endangered Species Act mitigation (e.g. bat, plant mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X	X	The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee

				credit purchases. ODOT will review and approve the LPA's plan for mitigation.
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 The LPA shall prepare or cause to be prepared plans and specifications for the Improvements. The LPA shall ensure that all costs associated with drafting, revising, and preparing the Plans are paid. The LPA shall submit plans (including design plans and specifications) for approval to ODOT in a format requested by ODOT. The Plans must provide sufficient detail regarding the Improvements to the satisfaction of ODOT. The LPA shall modify or cause the plans to be modified as requested by ODOT and resubmit them to ODOT for approval.

ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment,

for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

A. The LPA shall ensure that the consultant/ consultant team is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).

B. The LPA shall ensure that the consultant agreement incorporates ODOT's "Specifications for Consulting Services – 2016 Edition."

C. The LPA shall ensure that the consultant agreement includes a scope of services clause mandating that the project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1600.

D. The LPA shall ensure that the consultant agreement requires ongoing consultant involvement during the construction phase of the PROJECT.

E. The LPA shall ensure that the consultant agreement requires a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. The LPA shall ensure that the consultant agreement requires its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other

interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.

l. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 16.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: Consultant Services | Ohio Department of Transportation.

7. R/W/UTILITIES/RAILROAD COORDINATION

7.1 All R/W Acquisition activities including obtaining a permanent aerial easement acquisition shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.

7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire or cause to be hired an ODOT Pre-qualified Consultant through a QBS process. The LPA shall ensure that the same consultant does not perform both the Appraisal and Appraisal review functions. LPA shall ensure that the Appraisal Review is performed by an independent staff or fee reviewer.

7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. LPA shall ensure that the Relocation Review is performed by an independent staff person or independent fee reviewer.

7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to

repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA and ODOT shall be responsible for any necessary railroad coordination and agreements. The LPA and ODOT shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA shall ensure that all requests for information or other construction issues are responded to promptly.

9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.

9.3 The LPA shall ensure that it and its consultants shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.

13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA

shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the parties shall immediately cause all work to cease, terminate all contracts and cause all subcontracts to be terminated relating to such terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data, reports, and other materials under this Agreement as ODOT may require.

13.6 In the event of termination by either party for convenience, the LPA shall be entitled to a refund of all money on deposit, less any funds already disbursed and to be paid out for work performed prior to notice of termination. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of funds on deposit.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.

14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Mayor Edward Orcutt	Ohio Department of Transportation, District Deputy Director John Piccuri, PE, PS
City of Brook Park	Ohio Department of Transportation
6161 Engle Road	5500 Transportation Blvd
Brook Park, OH 44142	Garfield Heights, OH 44125

16. GENERAL PROVISIONS

16.1 *Financial Reporting and Audit Requirements*: If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of $1,000,000 or more in the non-federal entity's fiscal year must

have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[1] Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

16.2 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

16.3 *Ethics and Conflict of Interest Laws*: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.

16.4 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with

[1] Per 2 CFR §200.502

whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

16.6 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

16.8 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

16.9 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

16.10 *Merger and Modification*: This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

16.11 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

16.12 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

Agreement Number: 44464

PID Number: 125149

County-Route-Section: CUY IR 071/VAR 08.84 Brook Park

SAM Unique Entity ID: Click or tap here to enter text.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:	Pamela Boratyn Director
Date:	Date: