

RESOLUTION NO.

33-2009

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, FOR COMPLETION OF PUBLIC ROADWAY IMPROVEMENTS

WHEREAS, pursuant to Section 629, the State of Ohio, Department of Development, has forwarded a proposed Grant Agreement to the Village of Richfield for road improvements in support of Snap-On Business Solutions, Inc. and Charles Schwab expansion.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Grant Agreement with the State of Ohio, Department of Development, for grant funds to be used to complete public road work improvements in support of Snap-On Business Solutions, Inc. and Charles Schwab expansion in the Village of Richfield, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall be effective as of June 4, 2009.

PASSED: 6/2/09

[Signature]
President of Council

[Signature]
Mayor

Dated: 6/4/09

ATTEST:

[Signature]
Clerk of Council

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development ("Grantor")**, and the **Village of Richfield ("Grantee")**, to be used to complete public roadwork improvements in support of Snap-On Business Solutions, Inc. and Charles Schwab's expansion projects in the Village of Richfield, Summit County, Ohio (the "**Project**"). This Agreement shall have ODOT Grant Control Number of ECDD 09-286.

BACKGROUND INFORMATION

A. Grantor is authorized by Ohio Revised Code (ORC) Section 122.14 and Section 227.10 of Amended Sub. H.B. 67 of the 127th General Assembly of the State of Ohio to use the Roadwork Development Fund, State Special Revenue Fund Account 195-629, to undertake road improvements that will retain or attract businesses for the State of Ohio.

B. Grantee has represented to Grantor that the Project will create or retain a significant number of jobs for Ohioans and that support for the Project in the form of a Roadwork Development Fund Grant is critical to the viability of the Project. Grantee and Grantor have also considered other public and private sources of financing available for the Project.

C. Grantor desires to make a Roadwork Development Fund Grant to induce Grantee to undertake and complete the Project, and Grantee desires to accept the Roadwork Development Fund Grant for the purpose of undertaking and completing the Project. Funds in the amount of Seventy-Five Thousand Dollars (\$75,000.00) have been made available to Grantor for the Roadwork Development Fund Grant by Controlling Board Action No. DEV-0100619, dated May 4, 2009.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the parties agree as follows:

1. Grant of Funds.

(a) Roadwork Development Grant. Grantor hereby grants to Grantee funds in the amount of Seventy-Five Thousand Dollars (\$75,000.00) (the "**Grant Funds**") for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project as set forth in Exhibit I, "Scope of Work," which is attached to and made a part of this Agreement by this reference. Grantee may not use the Grant Funds for any purpose other than the completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provide additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

2. Payment of Grant Funds. Grantee shall receive the Grant Funds on a reimbursement basis upon submission to Grantor and approval by Grantor of a request for reimbursement together with proper invoices detailing expenditures already incurred by Grantee in accordance with Exhibit I. Grantor shall be the sole judge of the adequacy of such invoices. All expenses to be reimbursed with Grant Funds shall be supported by

5/18/09 1:00 pm

contracts, invoices, vouchers, paid receipts and other documentation as appropriate evidencing the costs incurred by Grantee in performing the work set forth in Exhibit I. Grantee shall submit to Grantor such additional documentation as Grantor may request from time to time in connection with its review of any reimbursement request.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse Grant Funds pursuant to this Agreement. Grantor shall also have no obligation to disburse Grant Funds in an amount that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that the Project does not become operational by the Project Completion Date (as that term is defined in Section 6) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after such event has occurred.
4. Competitive Bid Requirements. Grantee shall comply with all applicable state and local competitive bidding requirements.
5. Highway Designation Requirements. If the Project involves a highway designated as a United States or State Route under the jurisdiction of the State of Ohio, Department of Transportation and is outside the limit of a municipal corporation, then Grantee shall submit a complete set of construction plans, specifications and a construction time schedule in writing to the State of Ohio, Department of Transportation prior to undertaking any construction.
6. Project Completion. The Project shall be completed not later than November 4, 2010 (the "**Project Completion Date**"). If Grantee anticipates that Grantee will not have completed the Project by the Project Completion Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
7. Submission of Annual Employment Verification Reports. Grantee shall submit to Grantor an Annual Employment Verification Report in the format required by Grantor from time to time (the "**Annual Report**"). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project, the number of employees who have been hired at the Project site and the number of employees who have been retained at the Project site. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect, and each Annual Report shall be received by Grantor no later than January 15 of the next year after the year covered by such Annual Report. If the Grantee is a public entity or political subdivision, an official authorized by the governing body of the Grantee shall submit and certify as accurate the information contained in the Annual Report and sign a statement to such effect. If the Grantee is a private entity, the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify as accurate the information contained in the Annual Report and sign a statement to such effect. Failure by Grantee to submit any Annual Report shall be cause for Grantor to terminate this Agreement as set forth in Section 16. In addition, Grantee shall supply Grantor with any additional information and reports as Grantor may from time to time require. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

5/18/09 1:00 pm

8. Term of Agreement. This Agreement shall be effective from the date of the Controlling Board action set forth in paragraph (C) of the Background Information through the date which is three (3) years after the Project Completion Date (the "**Expiration Date**") unless earlier terminated as provided in Section 16 (the "**Term**"). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

9. Final Closeout Report. Within forty-five days after the Expiration Date, Grantee shall submit to Grantor a Final Closeout Report detailing the results of the Project, the total number of full time employees hired and/or retained at the Project site during the Term of the Agreement, and the total expenditure of the Grant Funds by Grantee.

10. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Grantee also agrees that any records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of such question or dispute.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement or the Project which are in the possession or control of Grantee, including, but not limited to, records of personnel. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 10(b) from Grantee's other records of operation.

11. Job Creation and/or Retention.

(a) Obligation to Create and/or Retain Jobs. As a result of the Project, it is estimated that two hundred (200) new full-time employment positions will be created at the Project site during the Term of the Agreement, and that such newly-created employment positions shall be maintained thereafter at least through the remainder of the Term of the Agreement. In addition, nine hundred seven (907) existing full-time employment positions shall be retained as a result of the Project at the Project site throughout the Term of this Agreement.

(b) Effect of Failure to Create and/or Retain Jobs. If the company or companies that have benefited from the Grant Funds fail to create and/or retain at least ninety (90) percent of the total number of full-time jobs set forth in the preceding paragraph 11(a) or fails to maintain employment at such levels during the Term of the Agreement for reasons other than Market Conditions (as defined in paragraph 11(c) of this Agreement), Grantor may require Grantee to refund an amount of Grant Funds determined by Grantor. The amount of any refund shall be proportional to the shortfall in job creation and/or retention. Such refund shall be made to Grantor within thirty (30) days after demand.

(c) Definition of Market Conditions. For the purposes of this Agreement, "Market Conditions" shall be determined by the Director of Development, with information and advice from the Federal Reserve Bank of Cleveland. The Director of Development shall consider the following:

- (i) Two consecutive quarters of decline in manufacturing employment in the State of Ohio as a whole or, when possible, by relevant manufacturing sector. Employment figures will be those reported by the Ohio Department of Job and Family Services.
- (ii) A decline, as a whole or by relevant sector, in twelve (12) of the last thirty-six (36) months as detailed in the Federal Reserve Bank's national industrial production index.
- (iii) The performance of the relevant sector as reported in Standard & Poor's "Industry Surveys" or the "U.S. Industry & Trade Outlook."

12. Grantee's Location. This Section 12 applies only to private entity Grantees.

(a) Project Site. Grantee shall remain and maintain operations in its facility at the Project site and shall not sell, sublet or relinquish possession of such facility, relocate, move or otherwise divest ownership or rights of possession of such facility during the Term of this Agreement.

(b) Effect of Failing to Operate at Project Site. In the event Grantee sells, sublets or relinquishes possession, relocates, moves or otherwise transfers ownership or rights of possession of its facility at the Project site before the end of the Term of the Agreement, Grantor may, in its discretion, require Grantee to refund some or all of the Grant Funds. Typically, Grantor demands return of a percentage of the Grant Funds based on the number of years remaining in the scheduled Term of the Agreement when Grantee sells, sublets or relinquishes possession, relocates, moves or otherwise transfers ownership or rights of possession of the Project site. In making its determination, Grantor shall consider the following: whether another business locates in Grantee's facility at the Project site and employs individuals; whether Grantee obtains a written agreement of the purchaser of the facility to assume the job creation and retention obligations set forth in this Agreement; the extent to which Grantee received an economic benefit as a result of the award of Grant Funds which would not have otherwise been possible if Grantee had not have received the Grant Funds; whether a relocation of the operations of the facility is within Ohio and employs an equivalent number of jobs; and any other information Grantor determines in its reasonable judgment to be relevant under the circumstances. Grantee shall give Grantor at least ninety (90) days prior written notice of any sale, sublease or relinquishment of possession, relocation, move or other transfer of ownership or rights of possession of its facility at the Project site.

13. Minority Hiring Requirement. Grantee shall make, and require any company or companies that have benefited from the use of Grant Funds in the Project to make, a good faith effort to hire minority persons for the completion of the Project and in the fulfillment of Grantee's obligations to maintain employment levels as set forth in Section 11 of this Agreement, in the same percentage as the average percentage of minority persons represented in the population and demographics of the county in which the Project is located and any contiguous Ohio counties.

14. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status or ancestry. Grantee shall ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Prevailing Wage. In accordance with Ohio Revised Code Chapter 4115, construction projects involving moneys allocated from State Special Revenue Fund 195-629 may require the recipient of the Grant Funds to pay prevailing wage rates for workers involved in any construction activity on the Project. It shall be the responsibility of Grantee to comply with all prevailing wage requirements. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations on the requirements of paying prevailing wages. If the Bureau of Wage and Hour, determines that prevailing wage rates are to be paid, then pursuant to Ohio Revised Code Section 4115.032, the Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator. The parties agree that it is the responsibility and duty of the Grantee to comply with all prevailing wage requirements as set forth in the Ohio Revised Code Chapter 4115.

16. Termination.

(a) Termination. If Grantee fails to perform satisfactorily any requirements of this Agreement, or if Grantee is in violation of any provision of this Agreement, or any provisions of any other agreement between Grantor and/or the Director of Grantor and Grantee, Grantor may, at its option:

- (i) Terminate the Agreement after providing Grantee with written notice, in accordance with the notice provisions of this Agreement, (the "Default Notice") of Grantee's failure to perform satisfactorily any requirement of this Agreement. The Default Notice shall provide Grantee a thirty (30) day period to cure any and all defaults under this Agreement. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor and that are necessary to enable Grantee to continue its operation and achieve compliance with its obligations under this Agreement as set forth in the Default Notice; or
- (ii) Immediately terminate the Agreement.

(b) Effects of Termination. Within sixty (60) days after termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the number of full-time employees hired and/or retained at the Project site before the Agreement was terminated, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio. In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

18. Conflict of Interest. No personnel of Grantee, subcontractor of Grantee or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in

writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

19. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

20. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

21. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

(b) Ethics. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its agents in the process of obtaining the award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain the award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code Section 2909.33.

25. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

(a) If to Grantor:

Ohio Department of Development
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Director, Strategic Business Investment Division
FAX No.: (614) 644-1789

(b) If to Grantee:

Village of Richfield
4410 West Streetsboro Road
Richfield, OH 44286
ATTN: Michael Lyons
FAX No.: (330) 659-4906

26. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Franklin County, Ohio, and Grantee agrees that venue in such court is proper.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated herein by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees are superseded and no such prior agreements, understandings or representations shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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

(e) Amendments. Either party may at any time during the Term of this Agreement request modifications of the terms of this Agreement. Requests for modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification taking into account applicable legal requirements for the award of the Grant Funds and the status and goals of the Project. If the parties determine that the Agreement should be so modified, then an amendment shall be written, approved, and executed in the same manner as the Agreement. No modification shall be effective until the amendment is executed by authorized representatives of each party.

5/18/09 1:00 pm

(f) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(g) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(h) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(i) Travel Expenses. If travel expenses are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for such travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-02.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which by their nature are intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed by their authorized representatives as of the dates set forth below their respective signatures:

Grantee:

Village of Richfield

Grantor:

**State of Ohio
Department of Development**

Mark Barbash
Interim Director
Ohio Department of Development

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

SCOPE OF WORK

Village of Richfield Summit County

On May 4, 2009, Controlling Board approved the Ohio Department of Development's request to release \$75,000 for fiscal year 2009 in 4W00 line item 195629 Roadwork Development Grant funds to the Village of Richfield to complete public roadwork improvements in support of Snap-on Business Solutions, Inc. (Snap-on) and Charles Schwab's expansion projects in the Village of Richfield, Summit County.

As a result of the project and State assistance provided, Snap-On and Charles Schwab will combine to create 200 new, full-time jobs, and retain 907 existing, full-time jobs. Based on the number of jobs to be created, the average cost of Roadwork Development Grant assistance is approximately \$375 per job.

Eligible roadwork improvement costs at the project site are estimated at \$172,000. The requested \$75,000 in Roadwork Development Grant assistance represents approximately 43.6 percent of the eligible project costs. The Village of Richfield has committed to funding the balance of the project.

Both Snap-on and Charles Schwab received assistance from Development for their expansion projects located in the Kinross Lakes Corporate Park. The Village of Richfield plans to widen Kinross Lakes Parkway at the intersection of Wheatley Road (State Route 176), providing two lanes of traffic that will accelerate the flow of traffic out of Kinross Lakes Corporate Park and onto Interstate 77 North, Interstate 77 South, Interstate 271 North, and Wheatley Road (east- and west-bound). Currently, traffic at peak hours backs up approximately 1,500 feet. This situation is expected to worsen as a result of the expansions in the area. The Village of Richfield also plans to install a traffic signal at the intersection of Kinross Lakes Parkway, the Interstate 271 Southbound exit ramp, and Brecksville Road. This signal will operate initially at peak flows, and provide easy and safe vehicle access.

Other existing operations within the Kinross Lakes Corporate Park include Mittal Steel, National Interstate Insurance, and Aetna Insurance. Additionally, Stonegate Corporate Park is located nearby, as well as several smaller businesses and major truck terminals. There is a significant need for the Village of Richfield to improve public roadway infrastructure in this area. The Village of Richfield will make an off-site infrastructure investment of \$197,750, including \$172,000 in roadwork improvement and \$25,750 in professional fees. Snap-on is investing approximately \$17,990,000 for its project, while Charles Schwab is investing approximately \$3,230,000.