

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT 2024-02 WITH THE SUMMIT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to enter into an Intergovernmental Agreement 2024-02 with the Summit County Transportation Improvement District.

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 an Intergovernmental Agreement 2024-02, attached hereto as Exhibit "A", and incorporated fully herein by reference, subject to final approval of the Law Director.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6/18/2024

[Signature]
President of Council

Michael Wheeler
Mayor

Date: 6/18/2024

ATTEST:
[Signature]
Clerk of Council

**INTERGOVERNMENTAL
AGREEMENT 2024-02**

By and between

THE VILLAGE OF RICHFIELD, OHIO

And

THE SUMMIT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

For

Crossroads District Project

Effective Enter Date Here

INTERGOVERNMENTAL AGREEMENT 2024-02

This Intergovernmental Agreement 2024-02 (the "Agreement") is effective Date of Signature Request, by and between the Village of Richfield, Ohio, an Ohio municipality created by its charter and the laws of the State of Ohio ("Village"), and the Summit County Transportation Improvement District, a transportation improvement district created pursuant to Chapter 5540 of the Ohio Revised Code ("SCTID").

Recitals:

A. Pursuant to Chapter 5540 of the Ohio Revised Code ("ORC"), the Council of the County of Summit, Ohio adopted Resolution No. 2013-547, which created the Summit County Transportation Improvement District ("SCTID"), which is authorized by ORC Chapter 5540 to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, rail related transportation projects) and in relation construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure; and

B. The SCTID became a registered Transportation Improvement District effective June 2, 2015; and

C. The projects undertaken by the SCTID in the exercise of its authority pursuant to ORC Chapter 5540, are considered to be essential governmental functions and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Village, and the region and the State, and are essential governmental functions that will also promote industry, commerce, distribution, and research activity within the County, the region and the State; and

D. Pursuant to Resolution No. TID 2024-02, the SCTID Secretary-Treasurer submitted a request for State Fiscal Year 2025 Transportation Improvement District Funding ("SFY25 TID Funding"), in the amount of \$175,000.00, for the Crossroads District Project in the Village, as set forth in Exhibit A attached to this Agreement and incorporated herein as if fully restated; and

E. On May 30, 2024, ODOT notified the SCTID that the SCTID's request for SFY25 TID Funding for the Crossroads District Project is approved, and awarded the SCTID \$175,000.00 for the Project; and

F. Pursuant to Resolution No. TID 2024-02, the SCTID Board of Trustees authorized the SCTID Chairperson or other authorized signer to execute an Intergovernmental Agreement with the Village of Richfield and any other necessary related documents concerning State Fiscal Year 2025 Transportation Improvement District Funding ("SFY25 TID Funding"), in the amount of \$175,000.00, for the Crossroads District Project; and

G. The Village agrees and acknowledges that maximum amount of SFY25 TID Funding available for the Crossroads District Project through the ODOT Office of Jobs and Commerce is \$175,000.00 and all other funding for the Crossroads District Project is the

responsibility of the Village to secure through the Project Funding Partners or other sources, including, but not limited to, one of the ODOT Office of Job and Commerce's other programs; and

H. The Village agrees and acknowledges that SFY25 TID Funding may only be used for construction costs for the Crossroads District Project, which the Village has represented to be \$972,122; and

I. The SCTID is specifically authorized by ORC § 5540.03(A)(8) to make and enter into all contracts and agreements necessary or incidental to the performance of its functions and the execution of its powers under ORC Chapter 5540 and is authorized by ORC § 5540.03(A)(10) receive and accept from the federal or any state or local government, including, but not limited to, any agency, entity, or instrumentality of any of the foregoing, loans and grants for or in aid of the construction, maintenance, or repair of any project; and

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements in this Agreement, the Village and the SCTID do hereby agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Board" means the Board Members of the SCTID.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"Day" means a calendar day, unless specifically designated as a Business Day.

"Village of Richfield" or the *"Village"* means the Village of Richfield, County of Summit, an Ohio village created by its charter and the laws of the State of Ohio.

"Council" means the Village Council of the Village of Richfield, County of Summit, Ohio.

"Crossroads District Project" means the new, signalized road extension off Wheatley Road with the Village's Crossroads District with an estimated construction completion date of December 31, 2025. This project will include new sanitary, water, and drainage. The Village has represented to the County that this infrastructure is required to leverage a new hotel and restaurant development and the Village has identified the necessary private partners to do so.

"Crossroads District Project State Fiscal Year 2025 Transportation Improvement District Funding" means State Fiscal Year 2025 Transportation Improvement District Funding specifically allocated to the SCTID by the ODOT Office of Jobs and Commerce, in the amount of \$175,000.00, to be used for construction related to the Crossroads District Project.

"ORC" means the Ohio Revised Code.

"Project Funding Partners" means the entities providing funding for the Crossroads District Project.

"Mayor" means the Mayor of the Village of Richfield, County of Summit, Ohio.

"SCTID" means the Summit County Transportation Improvement District.

"State" means the State of Ohio.

"Term" has the meaning given to such term in Section 4.01.

Section 1.02. Exhibits.

- (a) The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Resolution 2024-02, which includes the description of the Crossroads District Project submitted for the SFY25 TID Application for TID Funds.

Section 1.03. References to Parties. Any reference in this Agreement to the Village, the Board, the SCTID, or to any officers of the Village or the SCTID, includes those entities or officials succeeding to their functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the Village, or the SCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist

in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Review by Legal Counsel; Ambiguity. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The Parties have acknowledged and agreed that it is essential to the welfare of the people of the County, and political subdivisions located therein, including, but not limited to the Village, that the Parties cooperate to the greatest extent practical in the funding of the Crossroads District Project by the ODOT Office of Jobs and Commerce, through the SCTID, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and the Village.

Section 2.02. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

(a) This Agreement specifically addresses participation in the Crossroads District Project; and

(b) The total cost for the Crossroads District Project has been represented by the Village to be \$972,122.

This Village agrees that:

(a) The Crossroads District Project TID Funding may only be used for construction costs for the Crossroads District Project and will be available to the Village on a reimbursement basis through the SCTID; and

(b) The maximum amount of the Crossroads District Project TID Funding available for the Crossroads District Project through the ODOT Office of Jobs and Commerce Transportation Improvement District program and the SCTID is \$175,000.00 and all other funding for the Crossroads District Project is the responsibility of the Village to secure through the Project Funding Partners or other sources including, but not limited to, one of the ODOT Office of Jobs and Commerce's other programs; and

(c) The deadline for the final reimbursement request to be made by the SCTID to ODOT is December 31, 2025, and

- (d) If reimbursement requests cannot be made by December 31, 2025, the SCTID is required by ODOT to request an extension of the final reimbursement deadline in writing no later than September 1, 2025; and
- (e) If it becomes necessary to extend the final reimbursement deadline, it shall give notice to the SCTID in sufficient time prior to December 31, 2025, to allow the SCTID to submit a request in writing to ODOT to extend the final reimbursement deadline.

The SCTID agrees that:

- (a) It shall timely submit requests for reimbursement by the Village to the ODOT Department of Jobs and Commerce for construction costs related to the Crossroads District. The SCTID may submit a maximum of two requests for reimbursement at quarterly intervals. The deadline for the final reimbursement request is December 31, 2025. If reimbursement requests are not made by this date, the SCTID is required to request an extension in writing to ODOT no later than September 1, 2025; and
- (b) In the event that the ODOT Office of Jobs and Commerce does not approve a request for reimbursement, SCTID will immediately notify the Village of the same.

The provisions of this Agreement may not be altered or amended without the express written consent of all of the Parties hereto.

Section 2.03. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the SCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the Village or the SCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.04. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent

authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the Mayor, Council, or any member of the Village or any member of the SCTID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.05. Liability of the Parties. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

Section 2.06. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the SCTID. To induce the Village to enter into this Agreement, the SCTID represents to the Village as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State; and
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the SCTID and the Board; and this Agreement, when executed and delivered by the SCTID, will constitute a legal, valid, and binding obligation of the SCTID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the SCTID or (2) result in a default under any agreement or instrument to which the SCTID is a party or by which it is bound.

Section 3.02. Representations of Village. To induce the SCTID to enter into this Agreement, the Mayor and Council represent to the SCTID as follows:

- (a) it is the duly constituted and duly elected governing body of the Village under the laws of the State; and

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder; and

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Village; and this Agreement, when executed and delivered by the Mayor, will constitute a legal, valid, and binding obligation of the Village; and

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the Village or (2) result in a default under any agreement or instrument to which either the Mayor or the Council or the Village is a party or by which either the Mayor or the Council or the Village is bound; and

Section 3.03. Challenge to Agreement.

(a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to vigorously defend the Agreement.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The Parties acknowledge and agree that the performance of the Agreement is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date, which shall be Enter Date Here Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from ENTER BEGIN DATE AND END DATE to _____ (the "Term").

Section 4.02. Termination. So long as any amount of the Crossroads District Project TID Funding is available for reimbursement, this Agreement shall not be terminated. If no Crossroads District Project TID Funding is available for reimbursement, this Agreement shall terminate prior to the expiration of the Term.

Section 4.03. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by all Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by any other Party, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Section 4.04 Noncompliance; Repayment. If for any reason the Crossroads District Project is found not to be in compliance with applicable local, state, or federal rules and processes and ODOT demands that the SCTID repay to ODOT any or all funds ODOT disbursed on behalf of the Crossroads District Project to the SCTID as reimbursement to the Village, the Village shall reimburse the SCTID for all funds it is required to repay.

Section 4.05 Responsibility for Damages. Each Party 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 that Party's obligations made or agreed to herein.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02 Maintenance of Records and Reports. The Village shall maintain and provide to the SCTID upon demand the following records and reports:

Section 5.03 Retention of Records. The Village shall maintain all records related to this Agreement for three years after the termination of the Agreement and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has

been started before the expiration of the three-year period, the Village shall retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

Section 5.04 Equal Opportunity Employment/Non-Discrimination. The Village agrees that in the hiring of employees for the performance of work under this Agreement, the, Village its subcontractors, or any person acting on the Village 's or its subcontractor's behalf, shall not discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 1 01.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The Village further agrees that the Village, its subcontractors, or any person on the Village's or its subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 1 01.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The Village certifies it does not maintain and it will not permit its employees to perform services at any segregated facilities. The Village agrees to comply with all applicable federal, state, and local laws, orders, rules, and regulations regarding equal employment opportunity.

Section 5.05 Force Majeure. Neither Party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The Parties shall take all reasonable action to minimize the effects of any such event, occurrence or condition.

Section 5.06. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
- (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission or email to a Party at its facsimile number or email address as hereinafter set forth.
- (b) All notices to be given to the SCTID pursuant to this Agreement shall be sent to the SCTID at the following address:

The Summit County Transportation Improvement District

Attn: Diane Miller-Dawson, Secretary/Treasurer

Ohio Building, 2nd Floor

175 South Main Street

Akron, Ohio 44308

Electronic Mail: dmillerdawson@summitoh.net

Confirmation telephone: (330)643-7706

- (c) All notices to be given to the Village pursuant to this Agreement shall be sent to the Village at the following address:

Village of Richfield

Attn: Brian Frantz

Director of Planning, Zoning & Economic Development

4410 West Streetsboro Road

Richfield, Ohio 44286

Electronic Mail: bfrantz@richfieldvillageohio.org

Confirmation telephone: (330)659-9201, ext. 501

- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.07. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. In the event the waiver in Section 3.03, Challenge to Agreement, is found unenforceable, the Parties agree that the forum for any claim, action, arbitration,

mediation, or litigation arising from this Agreement will be Summit County, Ohio. The Parties agree that exclusive jurisdiction and venue for any such matter involving any parties to this Agreement is proper in Municipal Court and/or the Summit County Court of Common Pleas and/or the U.S. District Court for the Northern District of Ohio, Eastern Division, Barberton.

Section 5.08. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.09. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.10. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

Intending to be legal bound, the parties have signed this Intergovernmental Agreement effective as of the dates below, with an Effective Date of Date of Signature Request.

Signature Page to Follow

VILLAGE OF RICHFIELD, OHIO

SUMMIT COUNTY
TRANSPORTATION
IMPROVEMENT
DISTRICT

By:

Date: _____

by: Ilene Shapiro, Chairperson

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By:

Date: _____

Exhibit A

RESOLUTION NO. TID 2024-02

Designating Transportation Improvement District Projects and Authorizing Application for Ohio Department of Transportation Funding for Advancement of Transportation Improvement Project and authorizing the Chairperson or other authorized signer to execute a Jobs and Commerce Economic Development Agreement and any other necessary related documents to accept the award of State Fiscal Year 2025 Transportation Improvement District Funding from the Ohio Department of Transportation for any of said Identified Projects.

WHEREAS, pursuant to Chapter 5540 of the Ohio Revised Code ("ORC"), the Council of the County of Summit, Ohio adopted Resolution No. 2013-547, which created the Summit County Transportation Improvement District ("SCTID") to finance, construct, maintain, repair, and operate street, highway, and other transportation projects including, but not limited to, rail-related transportation projects and in relation construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure ("Projects"); and

WHEREAS, the SCTID became a registered Transportation Improvement District effective June 2, 2015; and

WHEREAS, the Projects undertaken by the SCTID in the exercise of its authority pursuant to ORC Chapter 5540, are considered to be essential and to contribute to the improvement of the prosperity, health, safety, and welfare of the residents of the County and are essential governmental functions that will also promote industry, commerce, distribution, and research activity within the County, the region, and the State; and

WHEREAS, as identified in Exhibit A (the "Identified Projects"), attached hereto, and incorporated herein as if fully restated, as further described, developed and set forth on the project listing documents on file with the SCTID and the Ohio Department of Transportation ("ODOT") and which Program of Projects is intended to be amended and supplemented as appropriate to add, from time to time as feasible and appropriate, additional Projects and is referred to as the "SCTID Program"; and

WHEREAS, the Identified Projects in the SCTID Program are transportation and infrastructure improvement projects, as contemplated by ORC Chapter 5540; and

WHEREAS, the SCTID intends to apply for the TID Funding that may be available, so as to further advance the Identified Projects, in appropriate coordination and cooperation with the local Economic Development Partners; and

WHEREAS, the SCTID, pursuant to ORC Section 5540.03, is authorized to take such actions, receive such funding, and enter into all agreements necessary or incidental to the performance of its functions and the execution of its powers to affect its purposes and Projects; and

WHEREAS, ODOT will notify the SCTID by letter, identifying which of the Identified Projects has been approved and awarded the FY25 TID Funding; and

WHEREAS, ODOT requires the SCTID to execute a Jobs and Commerce Economic Development Agreement (the "Agreement") for each approved Identified Project in order to receive the aforementioned FY25 TID Funding; and

WHEREAS, the Board of Trustees of the Summit County Transportation Improvement District hereby finds and determines, after reviewing all pertinent information, that it is necessary to designate SCTID Projects as Identified Projects, to authorize application for ODOT funding for the advancement of the Identified Projects and to authorize Chairperson or other authorized signer to execute an Agreement and any other necessary related documents for each approved Identified Project;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Summit County Transportation Improvement District that:

SECTION 1

The SCTID Board of Trustees (the "Board") hereby approves and directs that the SCTID Secretary-Treasurer prepare and submit to the Ohio Department of Transportation ("ODOT"), through its Division of Jobs and Commerce, appropriate funding applications for TID Funding for Fiscal Year 2025 ("the FY25 TID Funding") for the Identified Projects, as set forth in Exhibit A, attached hereto and incorporated herein as if fully restated.

SECTION 2

The Board further hereby proclaims the importance of procuring the FY25 TID Funding to assist with and advance the development, implementation, engineering, and construction of those Identified Project(s) as determined appropriate and feasible for such funding by the Board and/or the Secretary-Treasurer, which will address, in various respects, vital capacity, safety and, congestion issues, benefiting the traveling public and residents of the area and the region, as well as the emergency services operations, improving police, fire and, emergency medical services response, and significantly facilitate and provide for economic expansion and development in and around the Identified Project areas.

SECTION 3

The Board further resolves that the taking of any such action and the execution and delivery of any such documents or instruments by the SCTID Secretary-Treasurer shall be conclusive evidence of the Board's determination that such actions are proper and necessary in order for the SCTID to carry out the purposes of this Resolution and the authorization thereof by the Board.

SECTION 4

The Board hereby authorizes the SCTID Chairperson or other authorized signer to execute a Jobs and Commerce Economic Development Agreement and any other documents necessary to accept the award of FY25 TID Funding from ODOT for any Identified Projects.

SECTION 5

It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of the Board, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 6

This Resolution shall take effect immediately upon its adoption.

Curtis Baker moved for adoption of this Resolution.

Diane Miller-Dawson seconded the Resolution and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: 5

Nays: 0

Abstain: 0

Absent: 0

ADOPTED, this 14th of March 2024.

[Signature]

Chairperson

CERTIFICATE OF SECRETARY/TREASURER

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted on the 14th day of March 2024.

[Signature]

Secretary/Treasurer

EXHIBIT A

SFY 2025 Proposed SCTID Projects

1. City of Akron: Bowery Bridge

The job creation from this project will initially be due to construction but will create new positions in companies along the corridor. We expect at least 60 prevailing wage construction jobs for the project itself, with wages based on the skill or trade.

The creation of retail jobs and permanent employment for businesses in the corridor could be up to 100 permanent employees. Retail workers average \$15+ per hour and business workers average \$25+ an hour based on the position.

The main driver for this project is job retention. Huntington is in the corridor as well as Children's Hospital and various Law firms and financial institutions. In order to retain these jobs, improvements to infrastructure with a more walkable, bikeable downtown is a necessity. This corridor provides links between the busiest retail areas in the city and various amenities including the Canal and Towpath Trail.

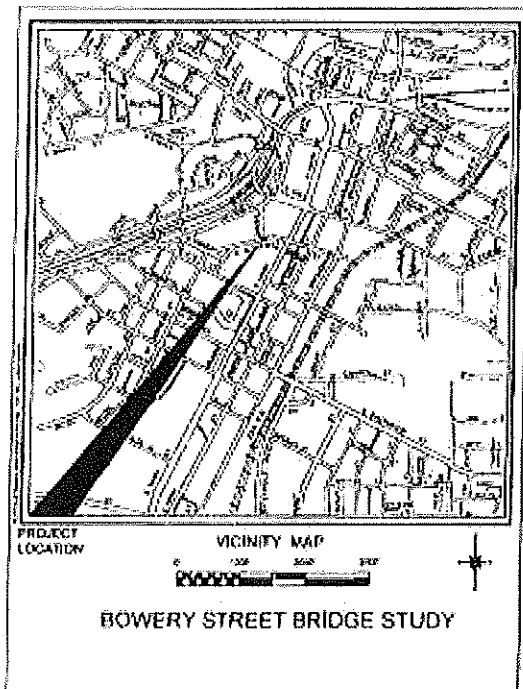
Estimated Eligible Total Costs: \$7,086,082.35

TID Funding Request Amount: \$350,000

Secured Financing: \$5,000,000 from ODOT Local Major Bridge Program

Secured Financing: \$878,200 from utility related private funding

Targeted Financing: \$1,000,000 from OPWC



2. City of Norton: Norton Commerce Park Improvement

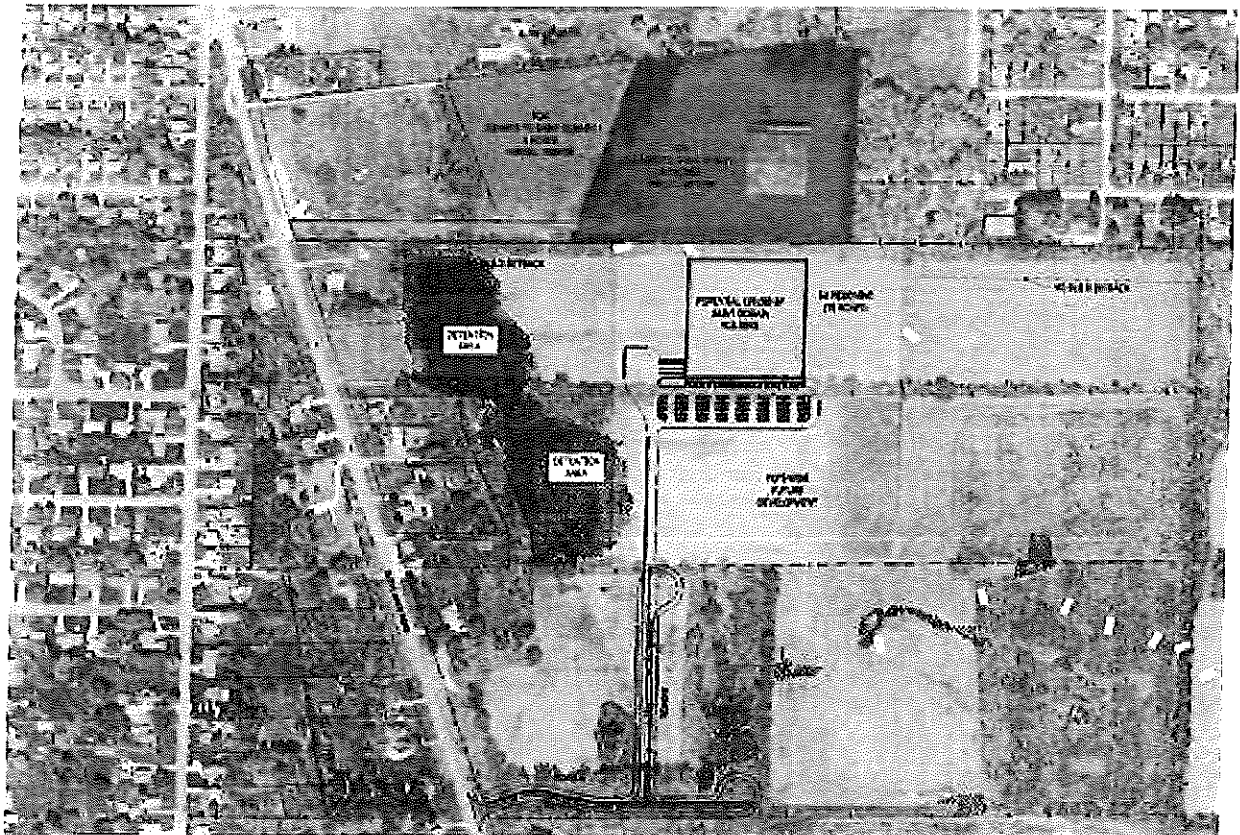
The City intends to construct two roads into the City-owned Norton Commerce Park (the "Park"), a 95-acre commerce park (with an additional 101 adjacent developable acres) that connects by Eastern Road to SR-21.

Road A will extend from Cleveland-Massillon Rd. into the heart of the Park opening it up for future development. Road B will extend north from Road A and terminate into a 15-acre portion of the Park that is soon to be under option from the City to KDA Manufacturing and Saint Gobain Ceramics and Plastics, Inc. KDA is also the owner of the facilities immediately to the north of the Park, which it recently leased to Saint Gobain for a new manufacturing operation. The 15-acre portion of the Park under option will provide Saint Gobain, either through lease with KDA or direct purchase from the City, the ability to further expand its operations south into the Park, thereby constructing a new facility and creating new high-paying jobs.

Job Creation: TBD

Estimated Eligible Total Costs: \$1,540,750.00

TID Funding Request Amount: \$500,000



3. Village of Richfield: Crossroads District

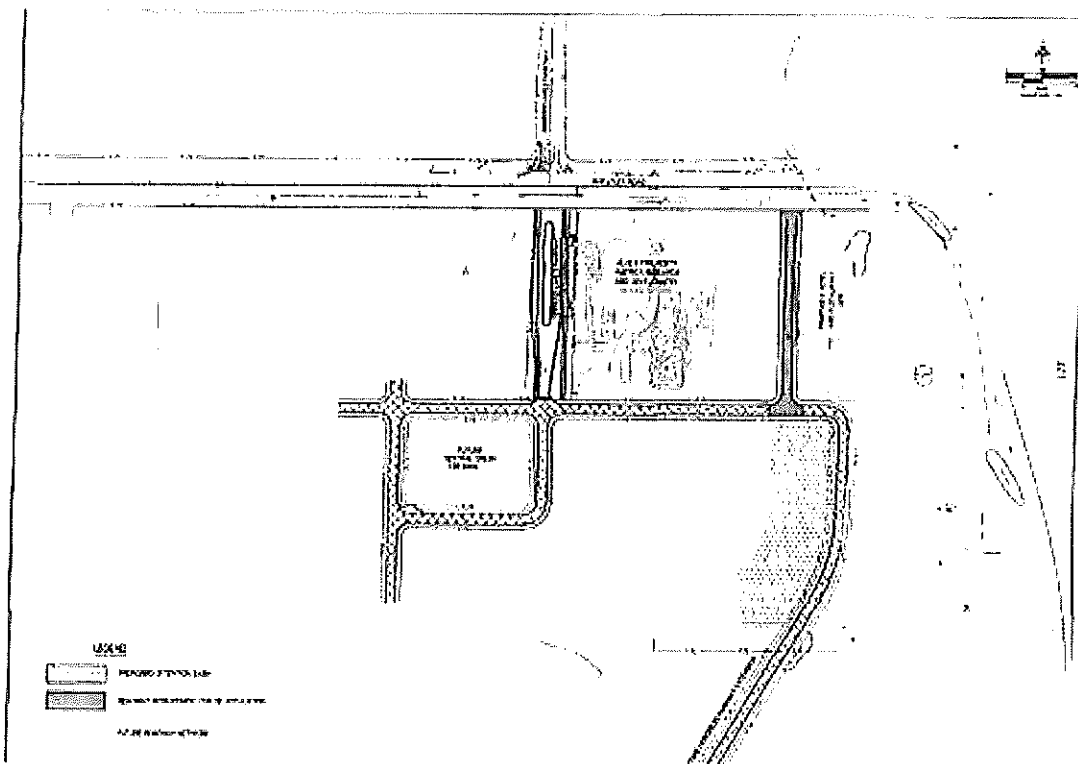
The Village of Richfield is seeking TID funds to support the continued development of the Crossroads District, per the 2019 Crossroads District Master Plan. The Village of Richfield's Crossroads District is defined as the 550 acres intersected by Wheatley Road and Brecksville Road and bounded by I-271, I-77, and the southern boundary of parcels on the south side of Congress Parkway. The master plan states that "the Village's intent is to promote mixed-use development of the subject area with a focus towards corporate business development. Further, such development shall support a unified branding strategy to improve public awareness of the Village and its economic opportunities. The composition of building types in the South Wheatley District is intended to be largely dominated by office buildings, although some service-oriented uses (retail, hospitality, etc.) are also desired."

To that end, the Village of Richfield has identified a major hotel operator that is planning to construct a 100-150 room hotel within the Crossroads District. The proposed hotel amenity will require infrastructure upgrades. At minimum, a new, signalized, road extension off Wheatley Rd. will be required to access the proposed development sites. New sanitary, water, and drainage will be included as well.

Job Creation: 25 FTEs, \$700,000 payroll

Estimated Eligible Total Costs: \$1,600,000

TID Funding Request Amount: TBD (Staff recommendation is \$150,000)



4. City of Twinsburg: Project Overlook

Project Overlook is a projected development on a primarily vacant 9+ acre site in the heart of downtown Twinsburg. This project will create at least 74 new multi-family units, and 30k square feet of commercial retail space.

The main roadway improvements for this project include the construction of a turn lane, traffic signalization, repair and resurfacing of Darrow Road near the intersection of E. Aurora Road to incentive and support a new redevelopment project with a specialty grocer as the anchor tenant.

At a minimum, this project is projected to create 47 full/part-time new jobs with an estimated annual payroll of \$1,183,640. This project is located in the heart of downtown Twinsburg and Darrow Road is a main thoroughfare that serves the entire community and surrounding area. There are 67 commercial retail businesses located within 1,000 feet of this project site and all will be positively impacted by the improvements to the roadway.

Job Creation: 47 FTEs, \$1,183,640 annual payroll

TID-Funding Request Amount: \$375,000

Private Investment: \$16,000,000 from Developer

Public Financing: \$6,000,000 from TIF Financing

