

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AMENDMENT TO THE REIMBURSEMENT AGREEMENT WITH PULTE HOMES OF OHIO LLC, AND DECLARING AN EMERGENCY


WHEREAS, Council passed Resolution 103-2021 authorizing the Mayor and Director of Finance to enter into a reimbursement agreement with Pulte Homes of Ohio LLC (“Pulte”) to specify the respective rights and obligations of the Village and Pulte with respect to the payment of costs incurred in connection with improvements made to and for the benefit of the New Briarwood Subdivision and surrounding areas;

WHEREAS, changes to the amount of Service Payments and Property Tax Rollback Payments derived from the Brecksville Road/State Route 303 Incentive District require an amendment to the reimbursement agreement between the Village and Pulte.

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

- SECTION 1. The Mayor and Director of Finance are hereby authorized and directed to enter into a First Amendment to Reimbursement Agreement with Pulte Homes Ohio LLC under terms and conditions substantially similar to the document attached hereto as Exhibit A.
- 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 for the reason that it is immediately necessary to execute the First Amendment to the Reimbursement Agreement to allow for reimbursement payments to begin being made under its amended terms; wherefore, this Resolution shall take immediate effect, provided that it receives the requisite number of votes needed to pass as an emergency measure; otherwise, it shall take effect at the earliest date allowed by law.

PASSED: 7-15-2025

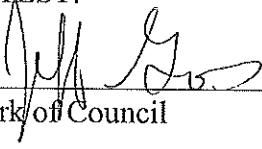


President of Council



Mayor

Dated: 7/15/2025

ATTEST:


Clerk of Council

**FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT**

This FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (“**Amendment**”) is made and entered into as of the date set forth below by and between **PULTE HOMES OF OHIO LLC (“Pulte”)** and the **VILLAGE OF RICHFIELD, OHIO** (the “**Village**”).

WHEREAS, Pulte and the Village entered into a Reimbursement Agreement dated November 17, 2021, wherein Pulte agreed to complete certain Pulte Infrastructure Improvements for the benefit of the New Briarwood Subdivision (the “**Agreement**”);

WHEREAS, in consideration of Pulte completing the Pulte Infrastructure Improvements, the Village has established the Incentive District pursuant to the TIF Act and TIF Ordinance in order to provide funds for certain of the Pulte Infrastructure Improvements; and

WHEREAS, Pulte and the Village have agreed to amend the Agreement as hereinafter set forth to clarify the obligations set forth in the Agreement, including payment of the Reimbursable Costs to Pulte.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration and the mutual benefits contained in the Agreement and this Amendment, the receipt and legal sufficiency of which are hereby acknowledged, Village and Pulte hereby agree as follows:

1. **Definitions**. All initially capitalized terms used but not defined or modified herein shall have the meanings ascribed thereto in the Agreement.
2. **TIF Ordinance**. Pulte and the Village acknowledge that the TIF Ordinance has been amended pursuant to Ordinance No. 68-2022 adopted by the Village on November 9, 2022 (the “**Amended TIF Ordinance**”), which Amended TIF Ordinance ratified the TIF Ordinance on public record and corrected clerical errors, including, but not limited to, verifying the property tax exemption period.
3. **Timing and Cost for Reimbursable Costs**. Pursuant to Section 2 of the Agreement (and as further described in the Development Agreement and Ancillary Agreement), Pulte agreed to complete the Pulte Infrastructure Improvements. Furthermore, all such Pulte Infrastructure is substantially complete as of the date of this Amendment and is in the process of being approved by the Village. Although the timing set forth below is estimated based upon the proceeds from the TIF, Pulte and the Village desire to acknowledge and agree upon the estimated timing for Pulte to receive the associated Reimbursable Costs associated therewith from the proceeds of the TIF.

In July 2025, Pulte shall apply for reimbursement of the entire amount of the Reimbursable Costs as set forth below, and the Village agrees that it shall make payment of the Reimbursable Costs to Pulte as TIF Funds are available and received by the Village.

Pulte and the Village agree and acknowledge that the total amount of the Reimbursable Costs to

Pulte is \$2,621,109.00.

The following delineate certain details of the Pulte Infrastructure Improvements and the actual cost thereof (based upon receipt of bids or actual invoices):

A. Offsite Water Improvements, including the Water Main

The Offsite Water Improvements, including the Water Main, as set forth in the Agreement, Development Agreement and Ancillary Agreement includes, but is not limited to, the following (as detailed in the Offsite Water Improvement Plans attached as Exhibit "J" to the Development Agreement), and shall be reimbursed to Pulte (from the TIF) in accordance with the following:

Portion of Work	Actual Cost
Water Main Extension (along Briarwood)	\$316,012.00
Road Repairs associated with Water Main Extension (along Briarwood)	\$136,821.00
Water Main Extension (along Sawbridge)	\$80,607.00

B. SR 303 Improvements, including the Road Lowering and Road Widening

The SR 303 Improvements, including the Road Lowering and Road Widening, as set forth in the Agreement, Development Agreement and Ancillary Agreement (as detailed on the 303 Improvements attached as Exhibit "K" the Development Agreement) shall be reimbursed to Pulte in accordance with the following:

Portion of Work	Actual Cost
SR 303 Improvements, including Road Lowering and Road Widening	\$1,629,839.00

C. Bridge Cost Difference (also described in the Memorandum of Understanding between the Village and Pulte dated June 15, 2021)

The Bridge Cost Difference shall be reimbursed to Pulte in accordance with the following:

Portion of Work	Actual Cost
Sawbridge Crossing (culvert installation)	\$314,131.00

D. New Briarwood Sanitary Sewer Extension

The New Briarwood Sanitary Extension, as set forth in the Agreement, Development Agreement and Ancillary Agreement (as detailed on Exhibit "D" attached to the Development Agreement) shall be reimbursed to Pulte in accordance with the following:

Portion of Work	Actual Cost
New Briarwood Sanitary Sewer Extension (374')	\$143,699.00

The process for Pulte receiving payment of the Reimbursable Costs shall remain as set forth in the Agreement; provided, however, to clarify the timing as set forth in Section 5 of the Agreement, payment shall be made to Pulte no later than forty-five (45) days following Pulte making a request for reimbursements to the Village for any amounts certified by Summit County for the Brecksville Road/State Route 303 Incentive District TIF Fund.

4. **Briarwood Sanitary Sewer Extension.** The Briarwood Sanitary Sewer Extension, as described in Section 3 of the Agreement, has been completed at the cost of the Village and will not be reimbursed prior to items A through E in Section 3, above.

5. **Successors and Assigns.** This Amendment is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Ratification.** Except as modified and amended hereby, the Agreement has not been modified or amended, is hereby ratified and confirmed by Seller and Pulte on and subject to each of the terms, provisions and conditions thereof, as amended hereby, and is hereby declared by Seller and Pulte to be in full force and effect. In the event of a discrepancy between this Amendment and the Agreement, the provisions of this Amendment shall control.

7. **Counterparts; Electronic Transmission.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further, the parties agree that this Amendment may be executed and delivered by electronic signature and transmission.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

PULTE HOMES OF OHIO LLC

By: _____
Brad Pirola, Vice President of Land Acquisition

Date: _____

VILLAGE OF RICHFIELD, OHIO

By: _____
Michael Wheeler, Mayor

Date: _____

By: _____
Sandy Turk, Finance Director

Date: _____

APPROVED AS TO LEGAL FORM:

Benjamin G. Chojnacki, Director of Law
Village of Richfield

