



October 29, 2025

Mr. Titran,

Below please find responses to the Initial Council Questions dated October 23, 2025. Additionally, please see the following attachments:

1. Settlement Term Sheet
2. Econsult Solutions Inc. study dated November 11, 2024
3. RCLCO study dated December 1, 2024

1. Based on HSG's statement, what will be the proposed financial involvement on development of Hopkins Airport, and the lakefront (including Burke Lakefront site)?

Haslam Sport Group's (HSG) financial involvement in the lakefront totals \$50M in addition to the value of demolishing the lakefront stadium and preparing the site for redevelopment. Development rights for HSG are not contemplated.

In exchange for the voluntary dismissal with prejudice of the lawsuits brought by the City, the Browns agree to:

- Pay or cause to be donated to the City \$25 million on or before December 1, 2025 (or, if later, the date that all necessary approvals for this Settlement Term Sheet are secured), to facilitate development of the Cleveland lakefront.
- Raze Huntington Bank Field in downtown Cleveland to a "pad ready" state at the Browns' expense, beginning promptly upon termination of the Parties' lease agreement.
- Beginning on January 1, 2029, pay or cause to be donated to the City \$5 million on or before January 1 of each calendar year until January 1, 2033, totaling \$25 million over five years, to facilitate development of the Cleveland lakefront.
- Beginning upon termination of the Lease (including any extensions of the Lease), spend no less than \$2 million per year over the next 10 years on Community Benefit Projects for the benefit of the City and downtown Cleveland lakefront, totaling no less than \$20 million.

2. Was it stated that this deal is the only alternative to the City receiving \$0 from HSG?

Yes





3. Why didn't the administration share details with Council before agreeing to the deal? Before going to the press?

The administration shared details of the settlement with Council President Griffin and other elected leaders as soon as possible ahead of the press conference on Monday, October 13, 2025.

4. Did the administration make it known to the Browns that the deal is "subject to Council approval"?

Yes. Section 6 of the Settlement Term Sheet says: "The Parties intend this Settlement Term Sheet to be binding, subject to Cleveland City Council's approval, as needed."

5. When did negotiations begin? How many negotiation sessions were there?

Negotiations with HSG began in Q1 of 2022 when the Mayor and HSG began discussing renovation of Huntington Bank Field on the lakefront. Countless meetings with HSG, the City, and legal counsel occurred over the course of the past three plus years.

6. Who conducted the negotiations on behalf of the City?

Mayor Justin M. Bibb, Chief of Staff Bradford Davy, and Law Director Mark Griffin have been involved in the negotiations since early 2022. The team involved in negotiating the final Settlement Term Sheet includes outside counsel from Jones Day, Chief Operating Officer Bonnie Teeuwen, Chief of Integrated Development Tom McNair, Chief Financial Officer Paul Barrett, and Senior Advisor for Major Projects Jessica Trivisonno.

7. Please provide any written framework outline or written contract setting forth the deal.

The Settlement Term Sheet, attached, sets forth the deal.

8. Will the deal exclude HSG or a similar entity from being the developer of the lakefront?

The deal does not give HSG or a similar entity development rights. The deal does not exclude HSG or an affiliated entity from being the developer on the lakefront; however, HSG and affiliated entities have not responded to the Request for Qualifications for Lakefront Development lead by North Coast Waterfront Development Corporation and have given no other indication of interest in developing the lakefront.





9. Will the \$2M per year in CBO-like improvements from HSG be in addition to or in replacement of NFL foundation or charitable efforts?

The \$2M per year in Community Benefits Projects will be in addition to NFL foundation or charitable efforts.

10. Explain Council's role in "mutually agreed upon improvements" for the \$2M per year.

Council will identify improvements for the \$2M per year, subject to HSG's approval.

11. Wouldn't it be better to direct this money to maintain neighborhood parks and recreation centers instead of the proposed tax increase since a plan exists?

The bulk of the Haslams' investment in the City from the settlement must go to the Lakefront since they have always said they want to be a part of the lakefront solution even if the stadium moves, and now they are committing to doing so financially in a major way.

Developing the Lakefront puts Cleveland in the best possible position to attract new companies and new jobs to the City. We will use these funds to create a new public space for exercise and wellness and for families to be able to access the downtown waterfront. Lakefront redevelopment will create new housing and attractions that will grow Cleveland's population, growing our general fund and our ability to serve neighborhoods.

12. Infrastructure plans should include the expansion of CPP out to Brookpark. Will the HSG agree to use CPP if this is done?

There would need to be a significant investment (preliminary estimates about \$20M) to extend CPP out to Brookpark. In addition, CPP is currently in a lawsuit with FirstEnergy in regard to CPP supplying power outside the City. Supplying CPP power outside City limits is risky until the lawsuit with FirstEnergy is resolved.

13. Provide the terms and conditions that have been agreed upon for the closure and development of Burke.

No terms and conditions have been agreed upon by the City and HSG for the closure and development of Burke. HSG has agreed to "Use best efforts to assist the City regarding its infrastructure plans related to road and air travel with respect to both the Brook Park stadium mixed-use project and the development of the Cleveland lakefront, including the redevelopment of the Burke Lakefront Airport property," and we have already had collaborative and productive discussions with HSG regarding our shared priorities, including closure of Burke.





14. Provide the cost estimate, demolition timeline and disposal plan for the stadium. Concerns about quality of Lake Erie post demo.

The estimated cost to demolish the stadium and prepare the site for redevelopment is \$30M, but HSG is responsible for the full demolition cost. Lake Erie will not be negatively impacted by the demolition or site work.

15. If the city decides to use the stadium for a beyond having a lease with the Browns, delaying demolition years, will HSG cover all costs?

The lakefront stadium was built and designed specifically to accommodate an NFL football team. The stadium is not suitable for another purpose, and it will be demolished at the termination of the lease at the sole expense of the Browns.

16. If the stadium is demolished down to a pad, what research or engineering evaluation has been done to determine the stability of the pad given the extensive pylons that were used in construction?

The Browns will return the site to a development-ready pad. Engineers have evaluated the current stadium and estimated the demolition and site work cost approximately \$30M.

17. What if we are left with a pad that is unstable or safe for lakefront development?

The Browns will return the site to a development-ready pad.

18. What is the stadium's current projected useful life based on the recent facility study that was conducted.

The stadium's current useful life is dependent on the annual investments made to the facility. In a facility assessment completed in 2024, Osborn Engineering estimated \$117M in capital repairs to the stadium by 2034. Those repairs include replacing seats in the lower bowl, repairing concrete and masonry throughout, replacing ramps, replacing plumbing that is beginning to corrode, replacing the 3,000 gallon hot water tank that is near the end of its useful life, replacing air handling units that are approaching the end of their useful life, and replacing outdated technology and broadcast equipment.

19. What are the anticipated sources and amounts of receipts into the stadium repair fund?

The funding source for the stadium repair fund is comprised of sin tax proceeds. Expenditures are paid as invoiced and are expected to be approximately \$4 million over each of the next three years.





20. What will they be will the sin tax is change?

Changes to the sin tax is not part of the settlement agreement between the City and the Browns.

21. Do those receipts continue to flow to the City of Cleveland until the Brookpark stadium is complete?

Changes to the sin tax is not part of the settlement agreement between the City and the Browns.

22. If CLE decides to sell off stadium assets as memorabilia or recycling/reuse, will those proceeds remain with the city?

As part of the settlement arrangement, the Browns bear full responsibility for the demo of the stadium, and so will control all components of the demo work, including potential recycling / reuse of materials to maximize efficiency, as well as disposition of personal property.

23. What is the balance of the \$14M 0% loan and will HSG forgive that balance?

The City does not have an outstanding \$14M loan with Haslam Sports Group. The City does owe the Browns \$6M over the remainder of the lease (\$2M per year from 2026-2028, interest free) to pay back the Browns covering the City's portion of the stadium repairs in 2014-2015.

24. Will the administration commit to redirecting a portion of the current \$10M annual stadium debt payment to neighborhood improvements?

The Browns will continue playing at Huntington Bank Field at the lakefront through the 2028-2029 season, after which the lease is set to expire. Stadium debt is an obligation of the City and is scheduled to be paid off by the end of 2028. The City must meet its debt service obligations or it risks downgrades to its credit, which would result in elevated borrowing costs and jeopardize the City's ability to access the capital markets for other City priorities.

25. How will the roughly \$33 million of outstanding debt and the accompanying debt service be resolved?

The remaining debt service for the next three years is as follows (in additional to the \$9,292,250 in 2025):

2026	\$9,290,000
2027	\$9,288,750
2028	\$9,292,500 less the amount in the reserve fund (currently \$4,516,616)





The ~\$32M is outstanding principal and does not include interest. The City took on debt to build the stadium in 1999 knowing the Browns would play in the stadium through the 2028-2029 season, as they will. The debt is currently scheduled to be completely paid off by the end of 2028.

26. Would the administration consider using the guaranteed \$25M payment to pay off the stadium debt, strengthening the General Fund in these uncertain times?

The Settlement Term Sheet is attached and outlines all financial commitments by the Browns. The \$25M is allocated to advance Lakefront development, not to repay incurred debt tied to the Stadium.

27. How does this deal diminish the loss of \$30 million in tax revenue generated by the Browns' presence downtown?

The stadium does not generate \$30M in tax revenue annually. The economic impact report from Econsult Solutions Inc. found that the Browns' presence downtown generates an estimated \$30M in economic impact (not direct tax revenue), which includes direct, indirect, and induced economic output. The \$30M economic impact estimate includes indirect economic impact from the purchase of goods and services from local vendors (i.e., supply chain impacts) and the induced effect, which measures the multiplier effect from the spending of labor income by employees within a geography (i.e., labor income impacts). The current stadium only hosts 10-12 events per year, and removing the stadium opens up the lakefront for year-round use.

28. Provide the economic impact study that quantified the Brown's economic impact to be roughly \$30M a year.

See attached Econsult Solutions Inc. study dated November 11, 2024

29. What impact will the loss of the Browns have on hotels, restaurants, parking facilities, and other downtown businesses?

See attached Econsult Solutions Inc. study dated November 11, 2024

See attached RCLCO study dated December 1, 2024

30. With the loss of the Browns having an immediate economic impact, what is the rationale in delaying payments until after the expiration of the lease?

The first payment to the City is due as soon as December 1, 2025, which is ahead of the expiration of the lease. The economic impacts studied occur only when the Browns no longer play in Downtown Cleveland, which is why the majority of the payments come after expiration of the lease. The Cleveland Browns will continue playing in Downtown until 2029, at the conclusion of the 2028-2029 football season.





31. What are the proposed improvements for the \$5M per year and what will be the economic impact in the short term to alleviate the loss of \$30M annually?

The \$5M payments from 2029-2033 will advance lakefront development. Uses of funds will include preliminary planning, engineering, and design work and public improvements such as roads, streetscape, and public park space.

32. Will the City be required to reimburse the Browns for capital improvements made over the next three years before the stadium is demolished?

An estimated \$4 million per year will be required for repairs needed to ensure continued safe use through the end of the lease. The City and the Browns are aligned on only performing critical life safety improvements for the current stadium between now and the end of the lease to minimize expense of the City, which is required to perform these repairs per the lease.

33. We are agreeing to dismiss our Modell Law claims with prejudice with this settlement, on the understanding right now that HSG is only moving the Browns to Brook Park. If HSG decided to move the Browns to Columbus or out-of-state, would we be able to re-file a Modell Law claim given that the circumstances are different or would it be barred based on the dismissal with prejudice?

At a minimum, the Modell Law will apply if the Browns move out of State of Ohio.

34. Re: maintenance of the stadium during lease extensions, Jessica from the mayor's team said that term hadn't been decided yet. However, the current terms of the lease at that the city covers maintenance during the lease extension.

a. Can the administration confirm whether they expect to negotiate on this question or whether they expect to pay maintenance during the 2 year term extensions if executed?

The Browns do not anticipate needing to exercise the lease extensions, and the lease extensions were negotiated as an unlikely worst case scenario contingency. If necessary, the lease extensions will be under the terms of the current Lease. Capital repairs would be limited to repairs necessary for health and safety.

b. Can the administration provide the average cost of maintenance at the stadium over the past 5 years to give us a sense of what that might look like during the 2 one-year lease extensions?





The Browns cover maintenance under the lease, and the City covers capital repairs. Historical capital repair expenses (the City's obligation) are as follows:

2021: \$3,557,002.00

2022: \$4,756,481.34

2023: \$5,019,300.00

2024: \$3,759,073.26

2025: \$2,654,953.00

The five-year average is \$3,949,361.92. An estimated \$4 million per year will be required for capital repairs needed to ensure continued safe use through the end of the lease.

35. Economic impact: How will the move affect local businesses and the city's economy?

See attached Econsult Solutions Inc. study dated November 11, 2024

See attached RCLCO study dated December 31, 2024

36. Are we able to negotiate for tax revenue sharing or other financial benefits to mitigate potential negative effects?

Tax revenue sharing agreements or other similar financial benefits are not a subject of the settlement between the Browns and the City.

37. Community investments: What community investments have the teams made as part of the agreement? For example, funding for education, infrastructure, or public safety initiatives.

The Browns have a long history of investing in Cleveland neighborhoods outside of Downtown. They recently completed an installation of a brand-new state of the art turf field at Collinwood, which was the 6th field they've installed in Cleveland for CMSD and 17th across Northeast Ohio. The Browns have also invested heavily in Cleveland recreation centers and will stay deeply invested in Cleveland communities).

38. Job opportunities: How do these agreements ensure job opportunities for residents, both during construction and in the long term?

The City's Community Benefits Ordinance will apply to the demolition of the stadium on the lakefront, which requires participation of Cleveland Small Businesses in addition to MBE/FBE requirements.





39. Affordable housing: With the potential for increased development around the new facility, can this agreement help secure commitments for affordable housing to prevent displacement of existing residents?

The Settlement Agreement does not contemplate affordable housing in Brook Park.

40. Transportation: Have other cities or agencies agreed to contribute to transportation infrastructure improvements to facilitate access to the new facility?

The administration is not aware of commitments to transportation infrastructure for the new Brook Park stadium and mixed-use district. HSG has assured the City it is participating in local, state and federal processes to ensure the optimal transportation situation and will continue to collaborate with the City.

41. Environmental concerns: Are there any potential environmental impacts of these moves, and how did the cities work to address these issues?

Due diligence completed for the lakefront site does not indicate any likely environmental impacts.

42. Community input: How did the administration ensure that residents' voices were heard and considered throughout the process? Provide any community outreach surveys or results as well as public engagement dates.

Since 2022 the City has conducted comprehensive community engagement about the Lakefront, including surveys from over 5,000 residents. Overwhelming residents indicate a desire for more public access and economic opportunity on the lakefront. More information about the Lakefront masterplan and community engagement is available at <https://clevelandnorthcoast.com/north-coast-master-plan/>

43. What are the proposed community benefits under consideration, and can the administration ensure that these agreement serve the best interests of the city and its residents?

This is a historic deal that protects taxpayers and paves the way for generational change to create a lakefront for all residents from every neighborhood. It saves money, avoids risk and advances lakefront development. The city secured a guaranteed \$100M+ package: \$25M in immediate cash, \$25M in additional payments, \$20M in community benefits, and demolition and site work covered by HSG. Haslam Sports Group has agreed to raze the stadium and create a pad-ready site on our lakefront, at no cost to Cleveland taxpayers. The stadium is owned by the City and, absent this settlement agreement, HSG has no obligation to demo the stadium at the end of the lease. This cost is estimated to be \$30 million, but HSG has committed to a complete and total demolition and site prep even if the real cost surpasses this estimate. Litigation also comes with uncertainty for both





parties, and the Browns could have wound up paying nothing to the City in connection with their move.

44. What are the estimated capital repairs to the stadium in years 2026, 2027 and 2028?

An estimated \$4 million per year will be required for repairs needed to ensure continued safe use through the end of the lease.

45. What is the estimated amount of debt service for 2026, 2027 and 2028?

The remaining debt service for the next three years is as follows:

2026	\$9,290,000
2027	\$9,288,750
2028	\$9,292,500 less the amount in the reserve fund (currently \$4,516,616)

46. How much does it cost for "game days" (Police and any other departments)?

Overtime for police cost related to Browns games is over \$200,000 per game.

47. For the NPV calculations that determined the \$100M will be worth approximately \$87M, provide the calculations and assumptions including the decision to use a 4% discount rate.

The present value of the \$100M commitment (which assumes a \$30M demo cost that could be higher and is the Browns' responsibility) is \$87M at a 4% discount rate. \$25M will be delivered to the City as soon as this year, more than 3 years before the Browns move out of downtown. The stadium demolition cost will be paid in less than 4 years, and the next \$25M is all within the first 5 years of the lease expiration.

48. Provide a sources and uses for all the typical costs associated with the ownership and operations of the Stadium, be sure to include Property tax

Debt service (annual and remaining balance)

The remaining debt service for the next three years is as follows (in additional to the \$9,292,250 in 2025):

2026	\$9,290,000
2027	\$9,288,750
2028	\$9,292,500 less the amount in reserves (currently \$4,516,616)





Loan repayments

Stadium construction cost \$287,385,016, with \$196,670,000 funded through bond/debt issuances. Interest payments on these bonds to date are \$146,720,000.

Anticipated capital repairs (2025, projections out to 2029)

An estimated \$4 million per year will be required for repairs needed to ensure continued safe use through the end of the lease. This will come from the stadium repair fund, which meets these obligations through sin tax collections.

Costs incurred by CPP, water and sewer and how those costs are paid for (at the table \$500k annually was mentioned)

CPP:

\$3,151,937.16 in 2023

\$2,965,884.30 in 2024

\$2,885,515.90 to date in 2025

Cleveland Water:

\$157,243 in 2023

\$34,323 in 2024

\$35,027 to date in 2025

NEORS:

\$421,682 in 2023

\$129, 107 in 2025

\$78,833 to date in 2025

Utilities are paid by the Browns. The \$500k annually mentioned referred to CPP's profit based on electrical consumption by the Browns.

Costs incurred by public safety (at the table \$99k per game was mentioned) for security

Overtime for police cost related to Browns games is over \$200,000 per game, compared to less than \$10k for Cavs and Guardians games

Revenues generated during a game day

Since 2008, just under \$80M has been raised through admissions tax at Huntington Bank Field, about \$5M attributable to concerts. Admission tax would have been reinvested into the Stadium had HSG accepted the City's offer for a renovation. About





CITY OF CLEVELAND

Mayor Justin M. Bibb

\$500k parking tax annually attributable to the Browns, which is about 3% of all the annual parking tax collected by the City. The City receives about \$1.8M in income tax each year under our income sharing agreement with Berea, about .3% of total income tax collected by the City.

Sin tax collections

The Sin Tax was extended for 20 years in 2015. City gets 1/3 of those funds, about \$4.5M a year. Since 2015, City has collected about \$47M from the Sin Tax

Property Tax

Estimated Property Tax for 2026-2028 totals \$2,472,102

Insurance

Estimated insurance cost cost 2026-2028 is \$1,863,630

49. Provide the costs incurred from legal fees to date and projected through the close of the deal with HSG (at the table over \$1M was mentioned)

Current cost of legal fees as received invoices related to the Browns litigation is \$1,011,028.57.

50. Do we have an actual cost estimate for demo? Provide the estimate, if no formal estimate exists, provide the justification for the cost. (\$20-\$45M mentioned at the table)

HSG estimates the cost of demolition of the stadium and site work to deliver a development-ready pad at \$30M. Osborn engineering has confirmed these costs are in line with the expected range. Regardless of the ultimate cost, HSG is fully responsible for the demolition work.

51. For the \$20M in CBA, why would the HSG dictate the terms of how and where these dollars are to be used?

The terms of the Settlement Agreement are attached. HSG desires to work collaboratively with the City to identify projects for the \$20M Community Benefits projects.

52. Why all the focus on the Lakefront when the City of Cleveland in general is taking the hit?

The bulk of the Haslams' investment in the City from the settlement must go to the Lakefront since they have always said they want to be a part of the lakefront solution even if the stadium moves, and now they are committing to doing so financially in a major way.

Developing the Lakefront puts our City in the best possible position to attract new companies and new jobs to the City. We will use these funds to create a new public space for exercise and wellness and for families to be able to access the downtown waterfront. Lakefront redevelopment will create





new housing and attractions that will grow Cleveland's population, growing our general fund and our ability to serve neighborhoods.

53. Does the administration have a plan to assist the current workers get to Brook Park location?

The City and the Browns have a mutual interest in improving infrastructure around the Hopkins International Airport and Brook Park stadium mixed-use project and the City will use best efforts to assist the Browns regarding their infrastructure plans related to road, transit, and air travel with respect to the Brook Park stadium mixed-use project, which will help workers get to the Brook Park stadium.

54. What tools will the administration use to maximize Clevelanders to work on the Brookpark build and stadium demolition?

The City's Community Benefits Ordinance will apply to the demolition of the stadium on the Lakefront, which requires participation of Cleveland Small Businesses in addition to MBE/FBE requirements.

