

Received by Clerk of Cleveland City Council, City Clerk on February 21, 2024.

Creation of University Circle Special Improvement District of Cleveland:

- Cover letter
- UCI Board Resolution
- Petitions with original signatures from at least 60% of property owners in the district; including a) service area map; b) listing of all permanent parcel numbers in the district; c) service plan for the district; d) individual property and assessment value.



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February 21, 2024

**Via Hand Delivery**

Patricia Britt, Clerk of Council  
City of Cleveland  
601 Lakeside Avenue, Room 220  
Cleveland, Ohio 44114

**Re: University Circle, Inc. Filing Pursuant to Revised Code Chapter 1710 for Creation of a Special Improvement District**

Dear Ms. Britt:

As counsel to and on behalf of University Circle, Inc. (UCI), we hereby file the following documentation with the City of Cleveland in connection with the creation of a special improvement district (District) as an existing "qualified non-profit corporation" pursuant to the provisions of Chapter 1710 of the Revised Code:

1. Amendment to the Articles of Incorporation of UCI creating the District (Section 1710.02(E), Revised Code);

2. Initial Services Plan for the District (Section 1710.02(F), Revised Code) such plan being attached as Exhibit C to the executed petitions referenced in 3 below; and

3. Executed Petitions of the members of the District who own at least 60% of the front footage of property that is to be assessed and that abuts upon a street, alley, public road, place, boulevard, parkway, park entrance, easement or other public improvement including the following (Section 1710.06, Revised Code) (Note: percentage next to petitioner's name represents the portion of the total front footage of the property in the District to be assessed, with the aggregate total for all petitions being 70.3%):

1. Case Western Reserve University (CWRU): 37.1%
2. University Circle Inc. (UCI): 8.7%
3. University Hospitals Cleveland Medical Center (UH): 7.2%
4. Cleveland History Center (WRHS): 1.5%
5. Judson Manor & Judson Park: 2.4%
6. Cleveland Music School Settlement: 1.5%
7. Cleveland Institute of Music (CIM): 1.3%
8. Cleveland Sight Center: 1.3%
9. Musical Arts Association – Severance Hall (Cleveland Orchestra): 1.2%
10. Circle Health Services (The Centers): 0.8%
11. Cleveland Institute of Art (CIA): 0.7%
12. Cleveland Museum of Art (CMA): 2.2%
13. Medical Center Company: 2.0%

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- 14. Hawken School: 0.9%
- 15. Park Lane Villa: 0.8%
- 16. New Abington Arms: 0.5%
- 17. Magnolia Clubhouse: 0.2%

UCI respectfully requests that the City of Cleveland approve the creation of the District, the Initial Services Plan and the enclosed assessment petitions and to proceed to complete the necessary proceedings to levy the special assessments in accordance with those documents in accordance with Chapter 727 and Section 1710.06 of the Revised Code.

Very truly yours,

  
Amanda E. Gordon

AEG/gb

Cc: The Honorable Justin M. Bibb, Mayor (w/ copy of Amendment to Articles)

Mary Cornely, Law Department  
Rachel Scalish, City Council  
Lamear Bostick, Assessments & Licenses  
Joyce Huang, Planning Commission  
Blaine Griffin, Council  
Kevin Conwell, Council  
Stephanie Howse, Council  
Michael Polensek, Council  
Anthony Hairston, Council



## **UCI Board Meeting Action Items**

### **Amended UCI Articles of Incorporation Adopted on March 21, 2023**

#### **Resolution No. 1-23-UCI**

Now therefore be it resolved that the UCI Member Organization Trustees do hereby adopt the following Amendment to Amended and Restated Articles of Incorporation of University Circle Incorporated:

#### **"AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF UNIVERSITY CIRCLE INCORPORATED**

Paragraph "THIRD" of the Amended and Restated Articles of Incorporation of University Circle Incorporated is hereby amended to add the following in order to provide for the creation of a special improvement district in the Corporation's capacity as an "existing qualified non-profit corporation" under and pursuant to Section 1710 of the Revised Code:

(7) to create and operate a special improvement district to be known as the "University Circle Special Improvement District of Cleveland" (the "District") for the purposes of the provision of policing and safety services and other necessary services related thereto, all as set forth in and in accordance with a services plan for the District as may be amended from time to time (collectively, the "Program Services"). All of such Program Services are determined to be conducive to the public health, safety, peace, convenience and welfare of the District.

The Board of Trustees of the Corporation shall serve as the Board of Directors of the District.

The territory of the District shall be as set forth in the depiction attached hereto as Attachment I. The territory of the District may be amended from time to time as deemed necessary by amendment hereof."



## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio  
February 7, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* CASE WESTERN RESERVE UNIVERSITY

C. Name, title and signature of  
authorized representative of owner:\* Eric Kaler  
ERIC KALER, President

\*Please refer to the enclosed instructions for signing the Petition.



# AFFIDAVIT

My legal name is Eric William Kaler ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President (insert title of authorized representative) of Case Western Reserve Univ. (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: E. Kaler Date: 7 Feb 2024

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

SWORN TO before me and subscribed  
in my presence, this 7 day of February, 2024.

C.B.  
Notary Public

My commission expires: 7-27-28



## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

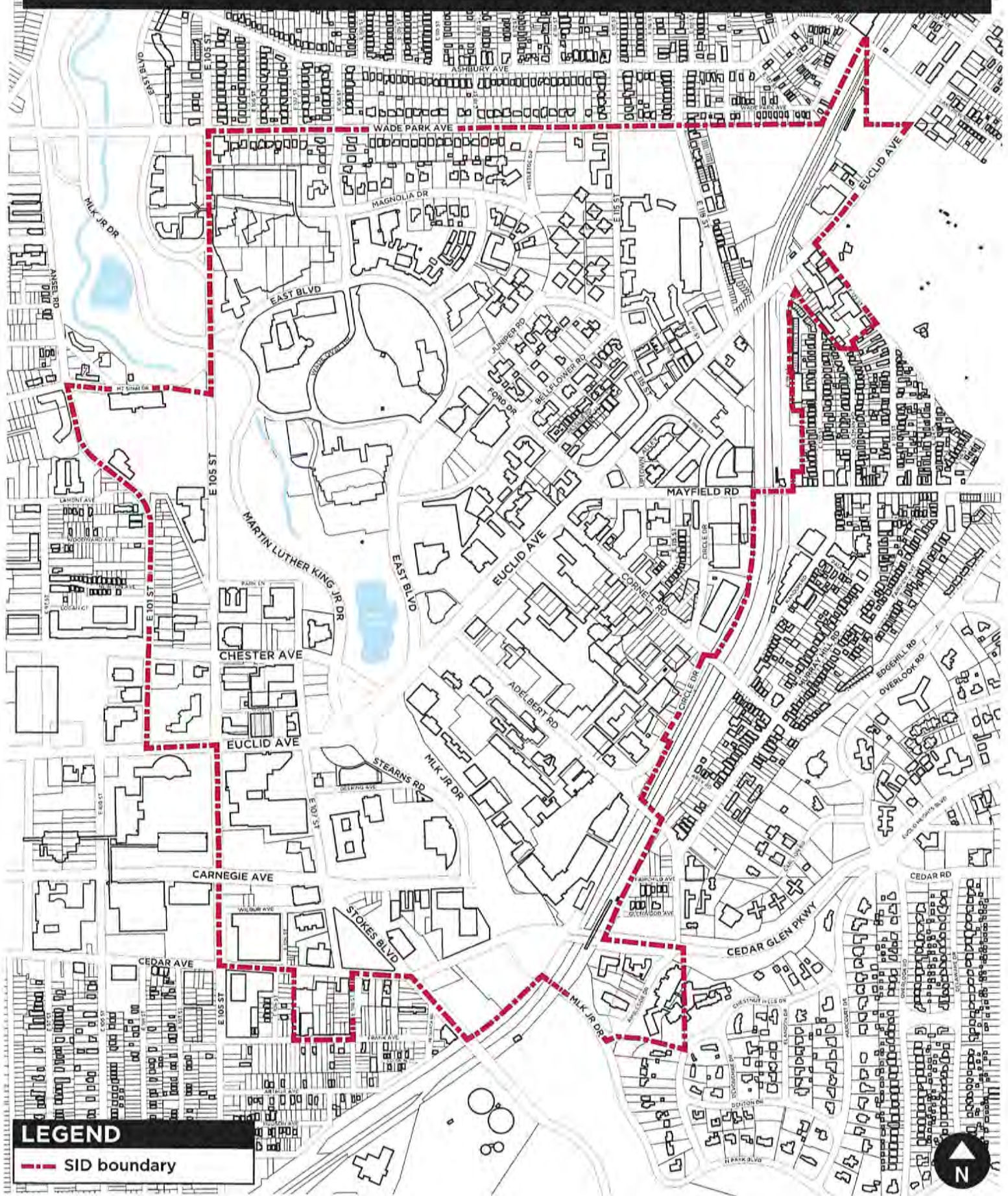
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## Exhibit B

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C



**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the "District" or "SID") is established pursuant to the provisions of Chapter 1710 of the Revised Code (the "Act"). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the "Assessment Schedule"), and the governing documents forming the District. The District is formed by University Circle Inc. as an "existing qualified nonprofit corporation" under the Act (herein referred to as "UCI"). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the "Governing Documents"). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the "District Documents."

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the "Program Services"). The City of Cleveland (the "Participating Political Subdivision") shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District's Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the "Board") all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;



- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.

## Exhibit D

## Case Western Reserve University

10900 Euclid Avenue  
Cleveland, OH 44106

Eric W. Kaler, President

### Summary of Property & Assessment Value

Parcels	Parcel Address	Certified Value	Frontage	Area	2025 Assessment
127	Various	\$707,140,400	26,352.1	6,373,846	\$1,487,890

#### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023 for 126 properties deeded to Case Western Reserve University. This includes both the total appraised land and building value for each parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the 127 parcels’ primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right-of-way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcels, as recorded by Cuyahoga County and verified by the City of Cleveland.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcels’ representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$1,487,890
- 2026: \$1,532,527
- 2027: \$1,578,502
- 2028: \$1,625,857
- 2029: \$1,674,633

#### Notes

- A full list of the 127 CWRU parcels and their attributes is included in a separate file.
- Properties include a variety of “deeded owner” names, each of which references an iteration of the CWRU name.
- PPN 12125305 is listed as owned by Bio Enterprise Corp, but has been transferred to CWRU.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.



## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 20, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan")) which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

## AFFIDAVIT

My legal name is Eric Morse ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President & CEO (insert title of authorized representative) of Circle Health Services (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature:  Date: 2/20/24

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 20<sup>th</sup> day of February, 2024.

  
Notary Public

My commission expires: 2/4

LORRI STEWART, ESQ.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Circle Health Services

C. Name, title and signature of  
authorized representative of owner:\* Eric Morse, President & CEO  
  
\_\_\_\_\_

\*Please refer to the enclosed instructions for signing the Petition.

## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?



INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

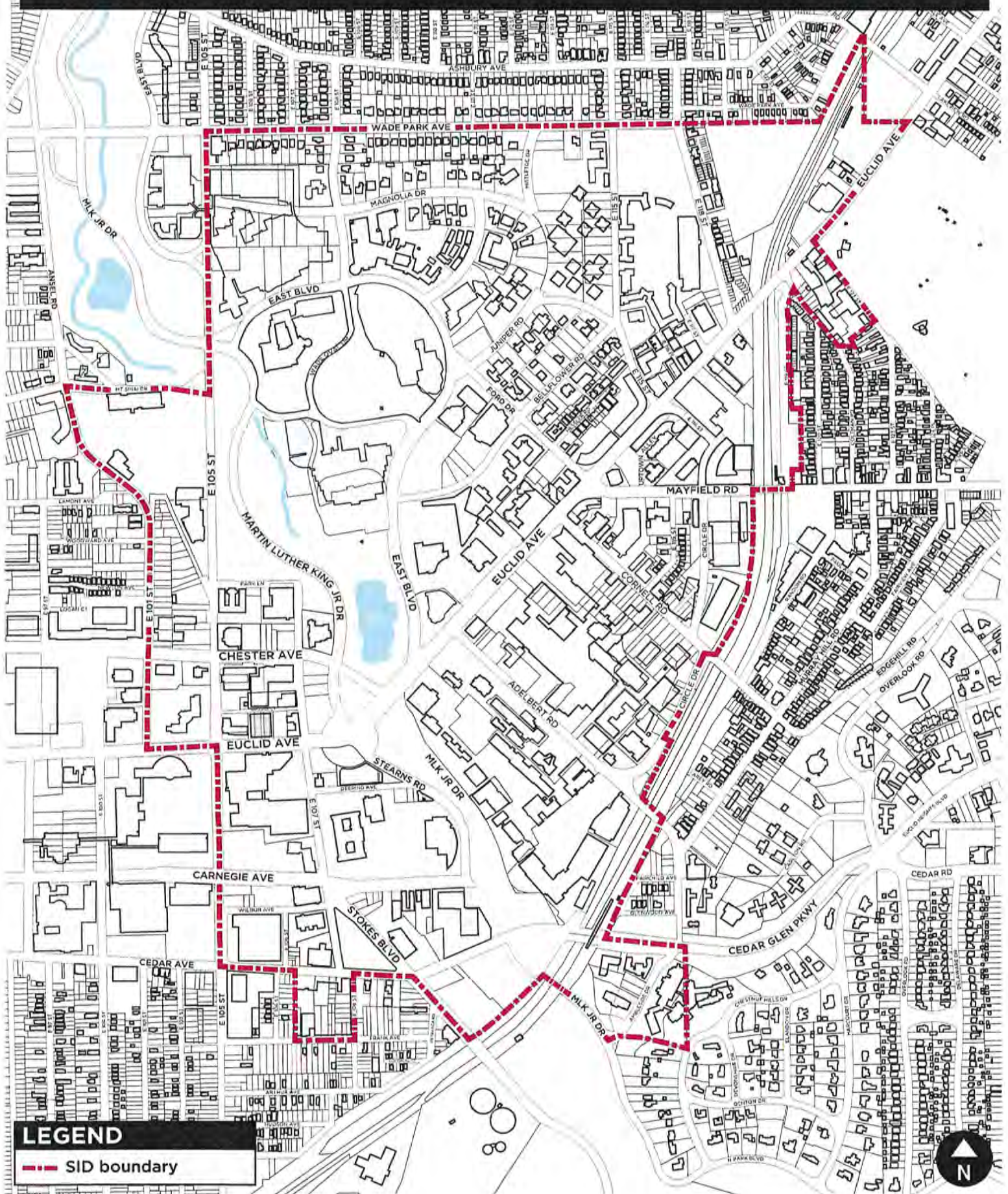
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## Exhibit B



**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,



delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

## VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

## VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

## IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.



- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.

## **Exhibit D**

## Circle Health Services

12201 Euclid Avenue  
Cleveland, OH 44106

Eric L. Morse, President & CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12024020	12321 Euclid Ave.	\$5,189,700	569.9	102,106	\$22,986	
<b>Totals</b>		<b>\$5,189,700</b>	<b>569.9</b>	<b>102,106</b>	<b>\$22,986</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$22,986
- 2026: \$23,676
- 2027: \$24,386
- 2028: \$25,118
- 2029: \$25,871

### Notes

- PPN 120-24-020 is deeded to The Free Medical Clinic of Greater Cleveland, Inc.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## PETITION

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 9, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

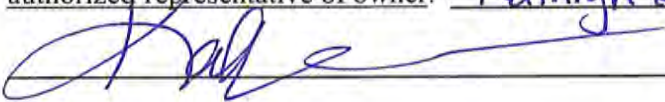
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Cleveland Institute of Art

C. Name, title and signature of  
authorized representative of owner:\* Kathryn Heidemann, President + CEO  


\*Please refer to the enclosed instructions for signing the Petition.



## AFFIDAVIT

My legal name is Kathryn Heidemann ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President & CEO (insert title of authorized representative) of Cleveland Institute of Art (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: \_\_\_\_\_

Date: 2/9/24

STATE OF OHIO )

COUNTY OF CUYAHOGA )

) SS:



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

SWORN TO before me and subscribed  
in my presence, this 9 day of February, 2024.

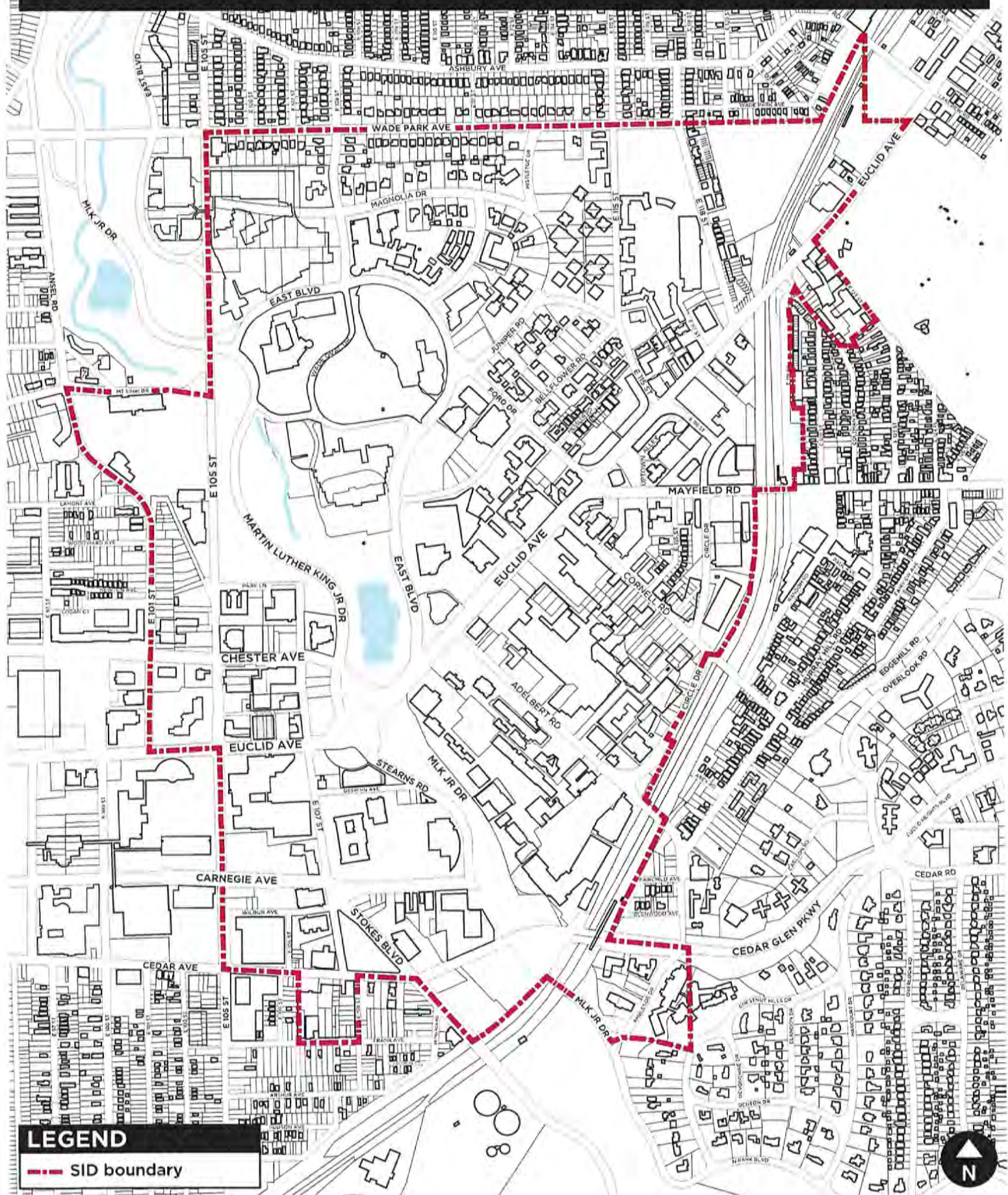
Cherie Bandy  
Notary Public

My commission expires: 7-27-28

## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA



## Exhibit B



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,



delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

## VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

## VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

## IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.



- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.

## Exhibit D

## Cleveland Institute of Art

11610 Euclid Avenue

Cleveland, OH 44106

Kathryn Heidemann, President

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12029015	11610 Euclid Ave	\$39,041,800	493	161,529	\$46,803	
12029056	0 Mayfield Road	\$144,900	0	17,903	\$1,734	
<b>Totals</b>		<b>\$39,186,700</b>	<b>493</b>	<b>179,432</b>	<b>\$48,537</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$48,537
- 2026: \$49,993
- 2027: \$51,492
- 2028: \$53,037
- 2029: \$54,628

### Notes

- CIA is deeded owner of two parcels, which are home to the McCullough Center and a vacant property between the center and the railroad tracks.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- CIA also leases student housing from UCI on two adjacent properties, which are not included in the above calculations. Tax payments for these properties will be made by UCI and recouped from CIA through their lease agreement. The approximate assessment for these properties totals \$9,792 in 2025.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

Feb 2, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Cleveland Institute of Music

C. Name, title and signature of  
authorized representative of owner:\*

Paul W Hogle, President

\*Please refer to the enclosed instructions for signing the Petition.

**AFFIDAVIT**

My legal name is Paul W Hogle ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President (insert title of authorized representative) of Cleveland Institute of Music (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: \_\_\_\_\_

Date: Feb 21, 2024

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 2 day of February, 2024.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?



INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

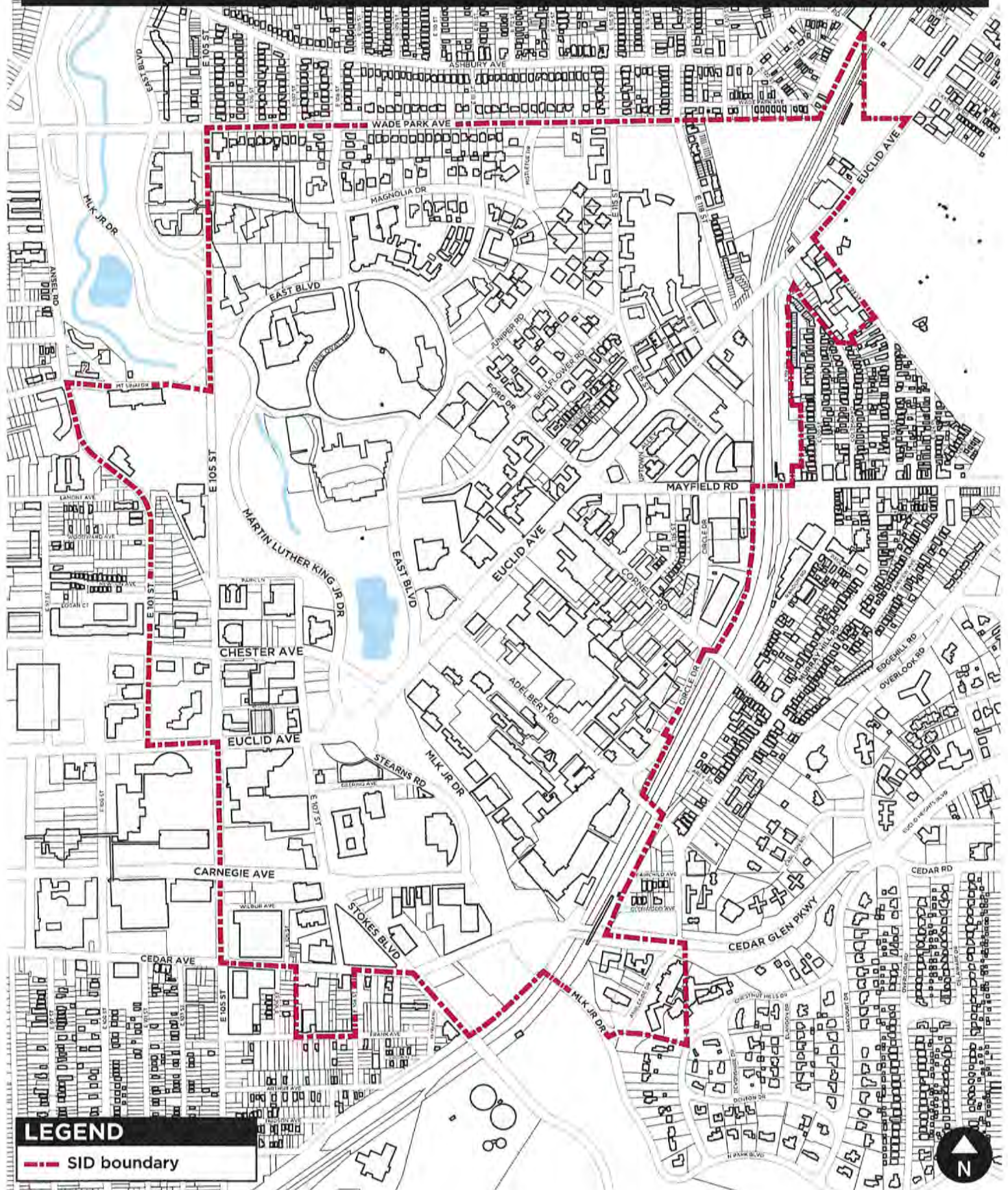
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## **Exhibit B**



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,



delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## Cleveland Institute of Music

11021 East Boulevard  
Cleveland, OH 44106

Paul Hogle, President and CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12018015	11021 East Blvd	\$25,960,400	706.8	111,827	\$38,543	
12018019	1609 Hazel Drive	\$10,414,500	248.3	61,059	\$16,302	
<b>Totals</b>		<b>\$36,374,900</b>	<b>955.1</b>	<b>172,886</b>	<b>\$54,845</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$54,845
- 2026: \$56,490
- 2027: \$58,185
- 2028: \$59,930
- 2029: \$61,728

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio  
2/14, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan")) which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

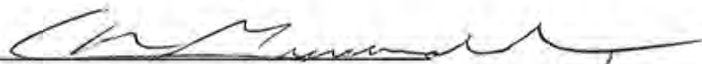
The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Cleveland Museum of Art

C. Name, title and signature of  
authorized representative of owner:\*   
Director, President & CEO, William Griswold

\*Please refer to the enclosed instructions for signing the Petition.



**AFFIDAVIT**

My legal name is WILLIAM M. GRISWOLD ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the DIRECTOR, PRESIDENT & CEO (insert title of authorized representative) of THE CLEVELAND MUSEUM OF ART (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 2/14/2024

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 14 day of February 2024.

[Signature]  
Notary Public

My commission expires: 3/11/2026



## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

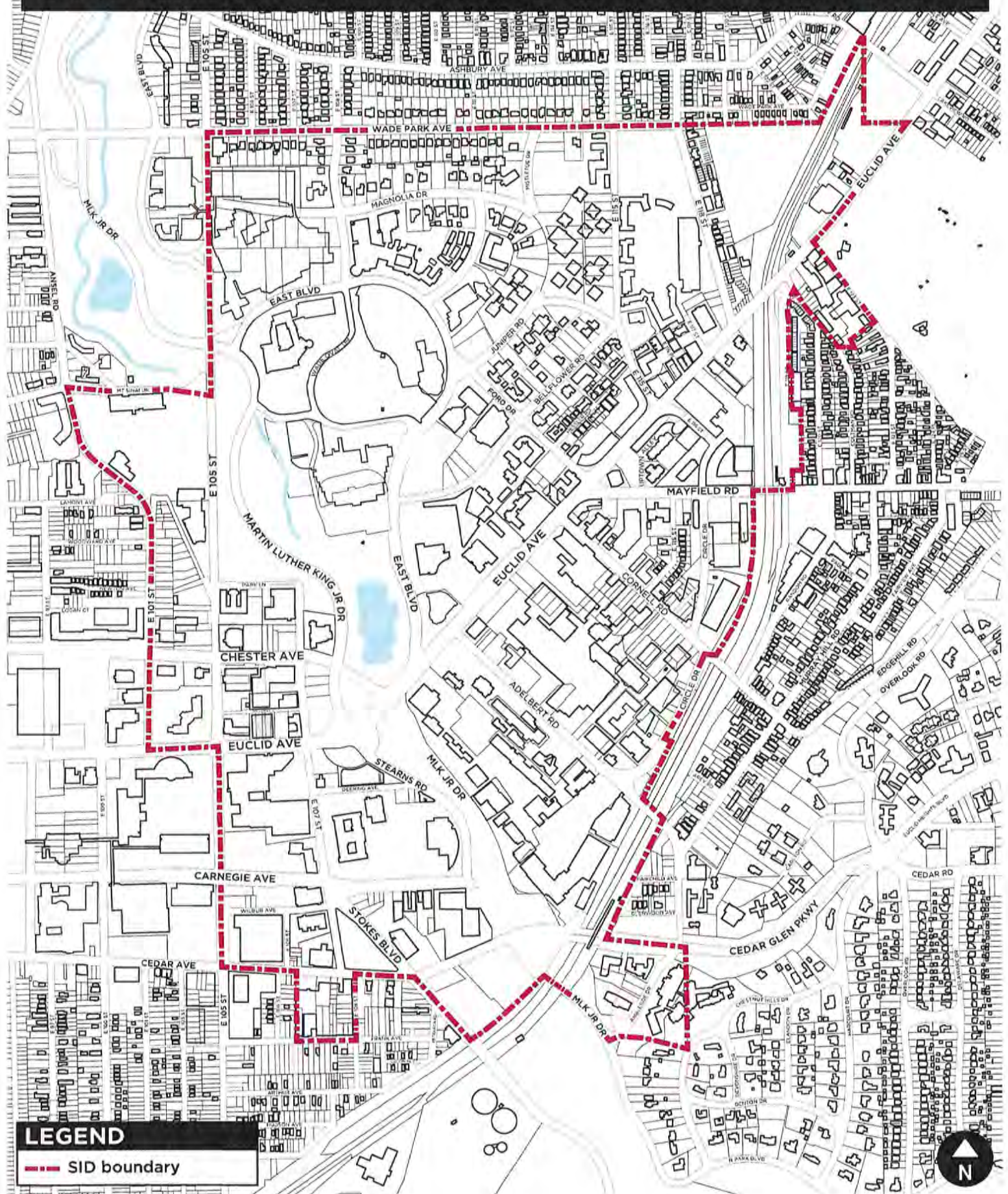
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

## Exhibit A



# UNIVERSITY CIRCLE SID SERVICE AREA





## Exhibit B

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

## **UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

### **I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

### **II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,



delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## Exhibit D

## Cleveland Museum of Art

11150 East Boulevard  
Cleveland, OH 44106

William Griswold, Director & President

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12036002A	11150 East Blvd	\$233,259,900	0	58,370	\$141,570	
12036002	11150 East Blvd	\$1,705,100	375.2	170,505	\$23,649	
12037001	11150 East Blvd	\$3,550,300	1,200	355,031	\$56,995	
<b>Totals</b>		<b>\$238,515,300</b>	<b>1,575.2</b>	<b>583,906</b>	<b>\$222,214</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$222,214
- 2026: \$228,881
- 2027: \$235,747
- 2028: \$242,819
- 2029: \$250,104

### Notes

- CMA is the deeded owner of three parcels at East Blvd. and Wade Oval Drive; these three parcels are the only ones included in the assessment.
- The parklands properties CMA stewards, including the Fine Arts Garden and Smith Family Gateway, are on City of Cleveland property and are not assessed.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio  
2/6, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Cleveland Music School Settlement

C. Name, title and signature of  
authorized representative of owner:\* Steven F. Keger, U.D. Finance & Administration  


\*Please refer to the enclosed instructions for signing the Petition.



## AFFIDAVIT

My legal name is Steven F. Kregar ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the V.P. Finance & Administration (insert title of authorized representative) of Cleveland Music School Settlement (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature:  Date: 2/6/24

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

SWORN TO before me and subscribed  
in my presence, this 6 day of February, 2024.

  
Notary Public

My commission expires: 7/27/28

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.

## **Exhibit A**



**SID boundary**





## Exhibit B

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
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11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
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11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
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11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056

## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,



delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;

- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
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Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## Exhibit D

## Cleveland Music School Settlement

11125 Magnolia Drive  
Cleveland, OH 44106

Geralyn Presti, President and CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12019002	0 Mistletoe Dr.	\$140,200	68	13,520	\$2,586	
12021041	1560 Mistletoe Dr.	\$643,600	335.8	24,386	\$8,839	
12021042	1566 Mistletoe Dr.	\$111,100	68	10,064	\$2,251	
12021043	11125 Magnolia Dr.	\$3,171,000	523.8	56,042	\$16,711	
12021044	11107 Magnolia Dr.	\$942,900	95.2	23,545	\$4,482	
<b>Totals</b>		<b>\$5,008,800</b>	<b>1,090.9</b>	<b>127,557</b>	<b>\$34,869</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$34,869
- 2026: \$35,915
- 2027: \$36,993
- 2028: \$38,103
- 2029: \$39,246

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- TMS has five parcels in the SID service area. These parcels have frontage on Magnolia Drive, Mistletoe Drive, and Wade Park Avenue. No single parcel has more than two serviceable fronts.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio  
1/30, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.

**AFFIDAVIT**

My legal name is Lawrence E. Benders ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President - CEO (insert title of authorized representative) of Cleveland Society for the Blind, Inc. (Cleveland Society for the Blind) (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.

2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: *Lawrence E. Benders* Date: 1/30/24

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )



**CHARLOTTE A FORNAL**  
Notary Public, State of Ohio  
Commission No. 2018-RE-715436  
My Commission Expires  
April 23, 2028

SWORN TO before me and subscribed  
in my presence, this 30 day of JANUARY, 2024.

*Charlotte A Fornal*  
Notary Public

My commission expires: 4.23.2028



LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

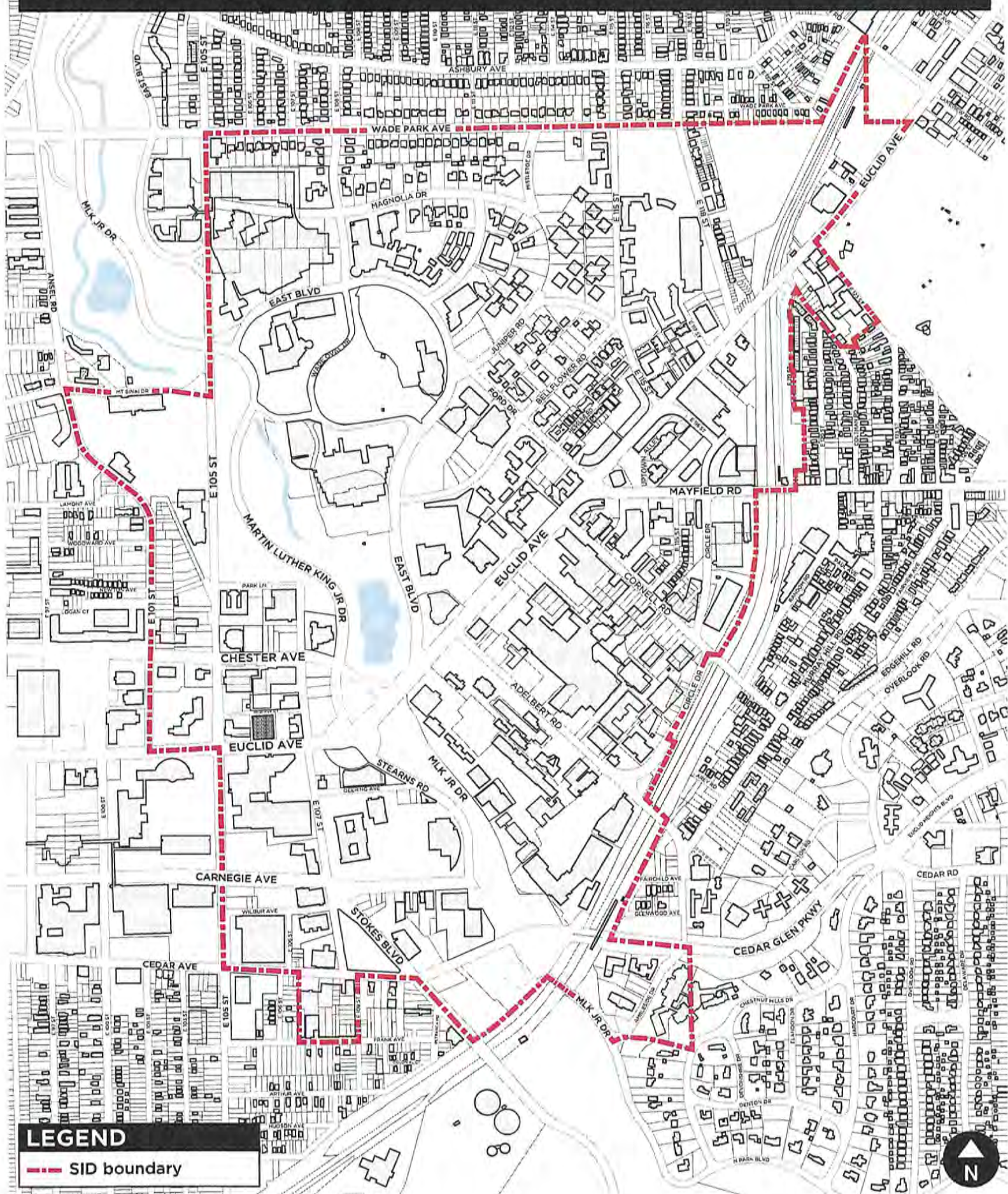
Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



# UNIVERSITY CIRCLE SID SERVICE AREA





## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
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## Exhibit C

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The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

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The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

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- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.

## Cleveland Sight Center

1909 East 101<sup>st</sup> Street  
Cleveland, Ohio 44106

Larry Benders, President & CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
11911044	1909 E. 101 <sup>st</sup> St	\$6,410,500	320.5	42,328	\$13,575	ROW frontage
11911049	0 E. 101 <sup>st</sup> St	\$222,300	100	12,702	\$3,151	
11911055	0 E. 105 <sup>th</sup> St	\$174,300	44.5	9,960	\$1,843	
11911056	1906 E. 105 <sup>th</sup> St	\$530,800	96	30,329	\$4,881	
11911057	0 E. 105 <sup>th</sup> St	\$77,900	50	4,450	\$1,381	
11911058	0 E. 105 <sup>th</sup> St	\$470,000	108	26,853	\$4,748	ROW frontage
11911067	1890 E. 105 <sup>th</sup> St	\$616,200	186.4	34,969	\$7,032	
<b>Totals</b>		<b>\$8,502,000</b>	<b>905.4</b>	<b>161,591</b>	<b>\$36,611</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- |                  |                  |
|------------------|------------------|
| ➤ 2025: \$36,611 | ➤ 2028: \$40,006 |
| ➤ 2026: \$37,709 | ➤ 2029: \$41,206 |
| ➤ 2027: \$38,840 |                  |

### Notes

- The Chester frontage for PPNs 11911044 and 11911058 includes City of Cleveland right of way parcels left over from the construction and widening of the avenue. This frontage has been removed from the calculations.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.



## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 8, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Hawken School

C. Name, title and signature of  
authorized representative of owner:\* D. Scott Looney, Head of School  
D. Scott Looney

\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is D. Scott Looney ("Affiant"). Being

duly sworn, I hereby swear under oath that:

1. I am the Head of School (insert title of authorized representative) of Hawken School (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: *D. Scott Looney* Date: 2/8/24

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 8th day of Feb, 2024.



*Maureen Schaefer*  
Notary Public

My commission expires: 3/22/2027

## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

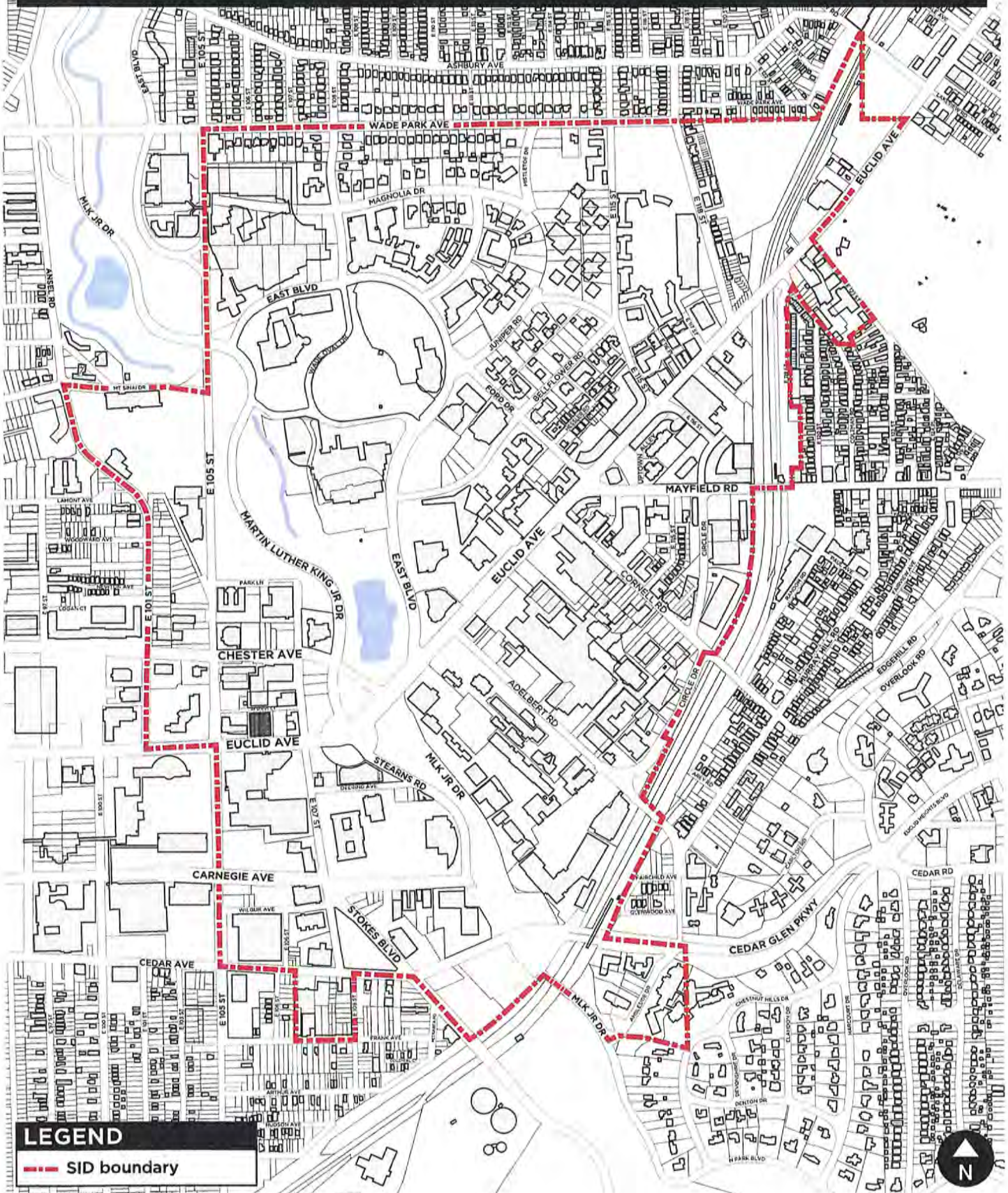
INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## **Exhibit B**

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

## VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

## VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

## IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## Hawken School

10823 Magnolia Drive  
Cleveland, Ohio 44106

D. Scott Looney, Head of School

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Notes
12017004	10924 Magnolia Dr.	\$623,500	75.3	16,555	\$3,283	
12017005	10916 Magnolia Dr.	\$914,900	125	26,100	\$5,253	
12020015	10823 Magnolia Dr.	\$631,100	104.2	27,560	\$4,836	
12020020	10923 Magnolia Dr.	\$667,200	100.4	21,157	\$4,197	
12020021	0 Magnolia Dr.	\$193,000	100	19,300	\$3,742	See Below
12020022	11025 Magnolia Dr.	\$1,144,200	100	19,600	\$4,325	
<b>Totals</b>		<b>\$4,173,900</b>	<b>604.9</b>	<b>130,272</b>	<b>\$25,636</b>	

#### Definitions

The **value** provided in the above table represents the gross certified "appraised total" for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the "total serviceable linear feet" along the parcel's primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the "total square footage" for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel's representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- |                  |                  |
|------------------|------------------|
| ➤ 2025: \$25,636 | ➤ 2028: \$28,013 |
| ➤ 2026: \$26,405 | ➤ 2029: \$28,854 |
| ➤ 2027: \$27,197 |                  |

#### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- PPN 120-20-021 is listed incorrectly in the County record and still shows Montessori Development Partnerships as the deeded owner. Deed of ownership transfer to Hawken is on file with the County.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 21, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Judson Manor & Judson Park

C. Name, title and signature of  
authorized representative of owner:\* Kendra J. Udzin, President & CEO



\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is Kendra Urdzik ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President & CEO (insert title of authorized representative) of Jackson Manor & Jackson Park (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 2/21/24

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

SWORN TO before me and subscribed  
in my presence, this 21 day of February, 2024.

[Signature]  
Notary Public

My commission expires: 7-27-28

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

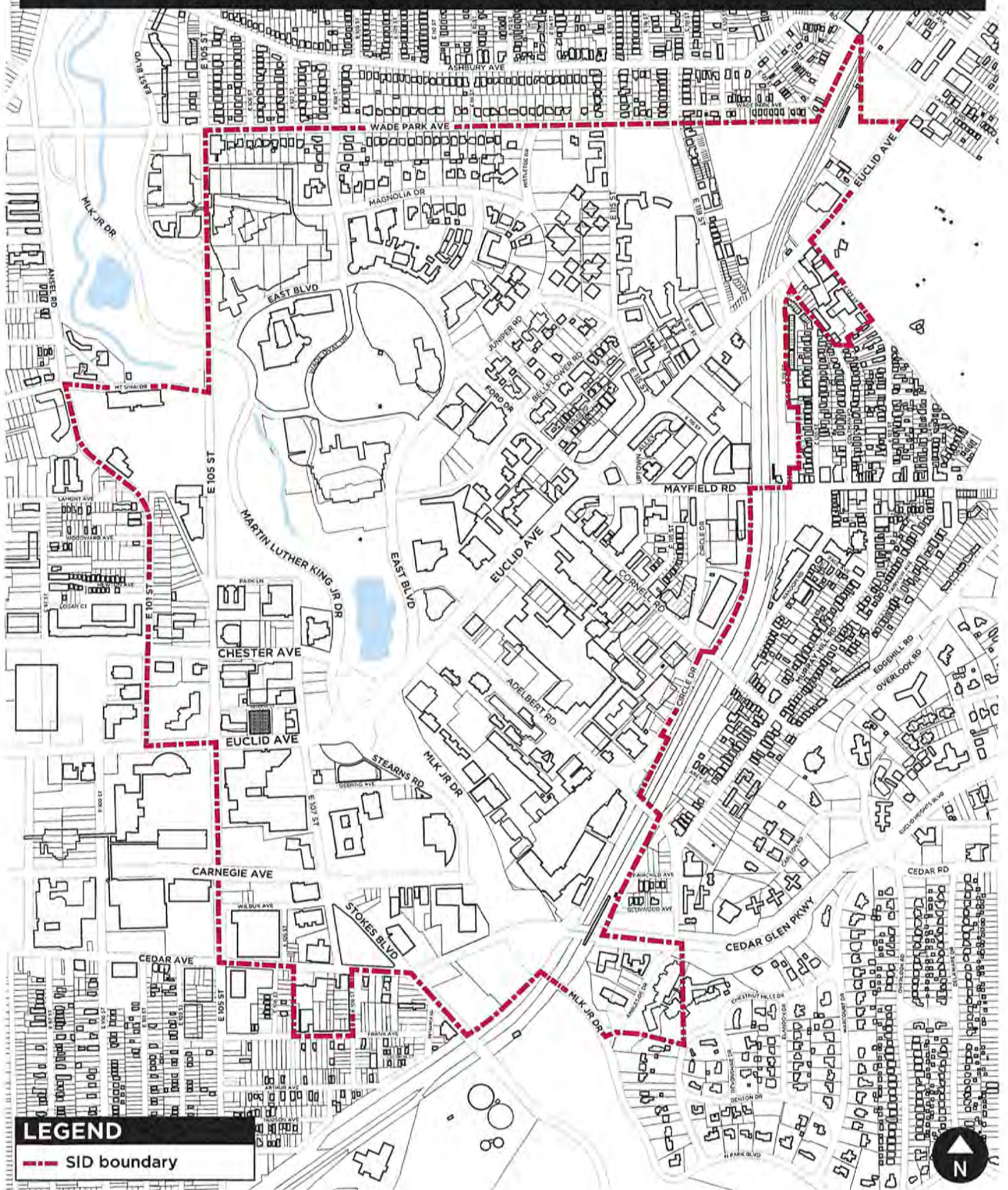
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**

# UNIVERSITY CIRCLE SID SERVICE AREA



## **Exhibit B**



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## Judson Manor & Judson Park

2181 Ambleside Drive  
Cleveland, Ohio 44106

Kendra Urdzik, President & CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
11920019	0 E. 107 <sup>th</sup> St	\$221,700	47	7,358	\$1,677	
11920020	1890 E. 107 <sup>th</sup> St	\$6,460,400	437.9	56,340	\$17,068	
11920021	0 E. 107 <sup>th</sup> St	\$265,400	66.4	8,810	\$2,196	
11920023	0 Chester Ave	\$708,900	130	24,830	\$5,108	
11920033	0 Chester Ave	\$534,200	267	17,750	\$6,890	
12114004	0 Ambleside Dr	\$321,600	24.1	64,310	\$6,559	See notes
12114005	2180 Ambleside Dr	\$82,500	50	8,250	\$1,734	See notes
12114006	0 Ambleside Dr	\$75,000	50	7,500	\$1,660	See notes
12114016	2181 Ambleside Dr	\$18,114,400	666.5	105,991	\$32,679	See notes
<b>Totals</b>		<b>\$26,784,100</b>	<b>1,738.9</b>	<b>301,139</b>	<b>\$75,570</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- |                  |                  |                  |
|------------------|------------------|------------------|
| ➤ 2025: \$75,570 | ➤ 2027: \$80,173 | ➤ 2029: \$85,055 |
| ➤ 2026: \$77,837 | ➤ 2028: \$82,578 |                  |

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- PPNs 121-14-004, 005, 006, and 016 are deeded to the Baptist Home of Ohio.
- In addition to the 9 parcels listed above, an additional Judson Park property (PPN 685-19-013) is located in Cleveland Heights and is NOT included in this assessment.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 15, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Magnolia Clubhouse, Inc.

C. Name, title and signature of  
authorized representative of owner:\* LORI D'ANGELO, EXECUTIVE DIRECTOR  
Lori D'Angelo

\*Please refer to the enclosed instructions for signing the Petition.

**AFFIDAVIT**

My legal name is LORI D'ANGELO ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the EXECUTIVE DIRECTOR (insert title of authorized representative) of MAGNOLIA CLUBHOUSE, INC. (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: Lori D'Angelo Date: February 15, 2024

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 15 day of February, 2024.



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

[Signature]  
Notary Public

My commission expires: 7-27-28

## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

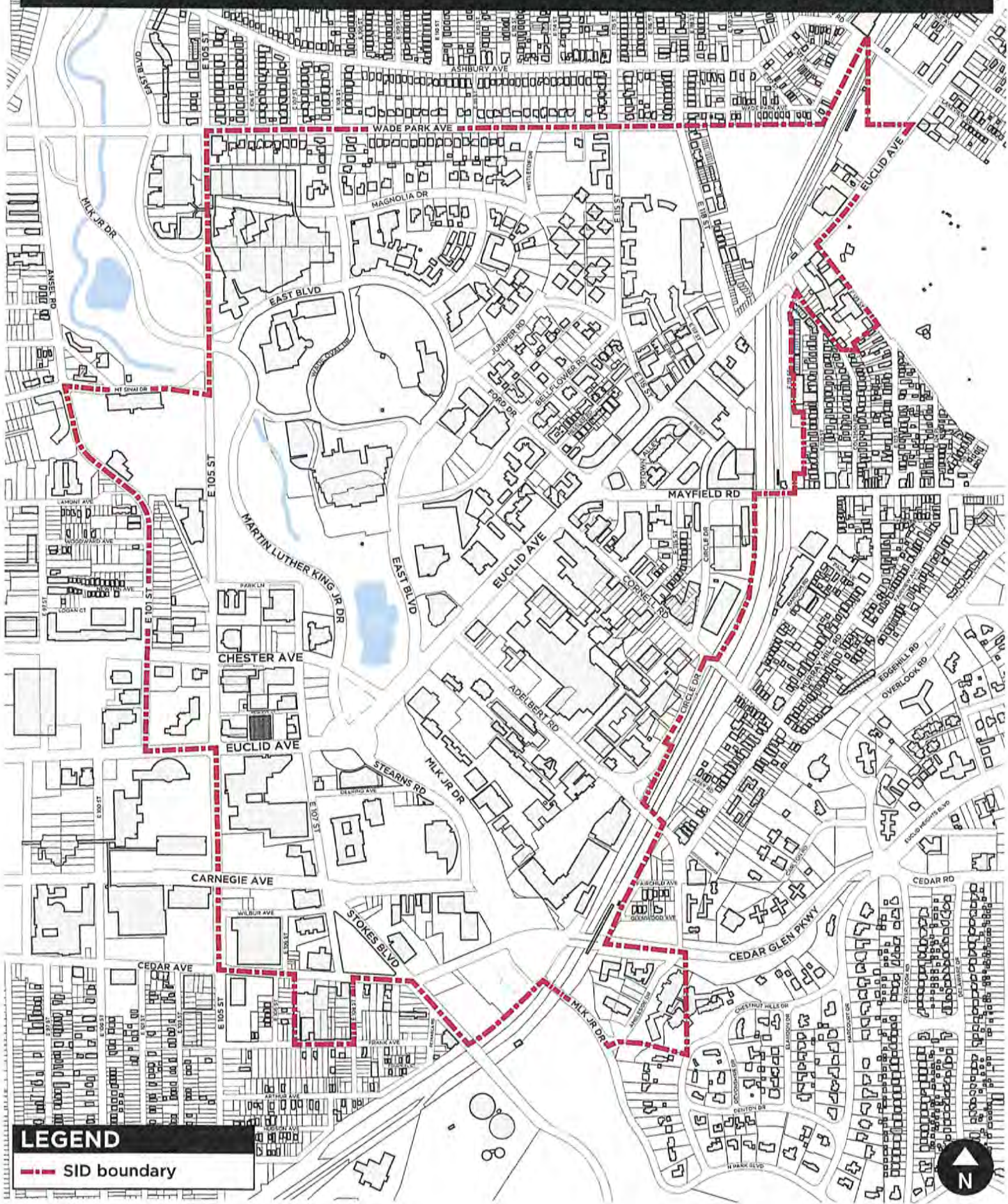
INFORMATION: Could you please provide the date of the Trust Agreement.



## Exhibit A



# UNIVERSITY CIRCLE SID SERVICE AREA





## Exhibit B

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## Exhibit D

## Magnolia Clubhouse, Inc.

11027 - 11101 Magnolia Drive  
Cleveland, Ohio 44106

Lori D'Angelo, Executive Director

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12020023	11027 – 11101 Magnolia Dr.	\$1,026,100	164.3	36,572	\$7,010	
<b>Totals</b>		<b>\$1,026,100</b>	<b>164.3</b>	<b>36,572</b>	<b>\$7,010</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$7,010
- 2026: \$7,220
- 2027: \$7,437
- 2028: \$7,660
- 2029: \$7,890

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 6, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

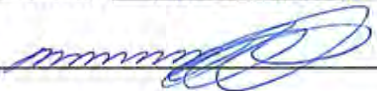
- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* THE MEDICAL CENTER COMPANY

C. Name, title and signature of  
authorized representative of owner:\* M.C. KING  
PRESIDENT + CEO 

\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is MELVIN CLARK KING JR. ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the PRESIDENT & CEO (insert title of authorized representative) of THE MEDICAL CENTER COMPANY (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 02/06/24

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 16 day of Feb., 2024.



VIVIAN D LYKES  
Notary Public  
State of Ohio  
My Comm. Expires  
March 21, 2028

Notary Public

My commission expires: 3/21/2028

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

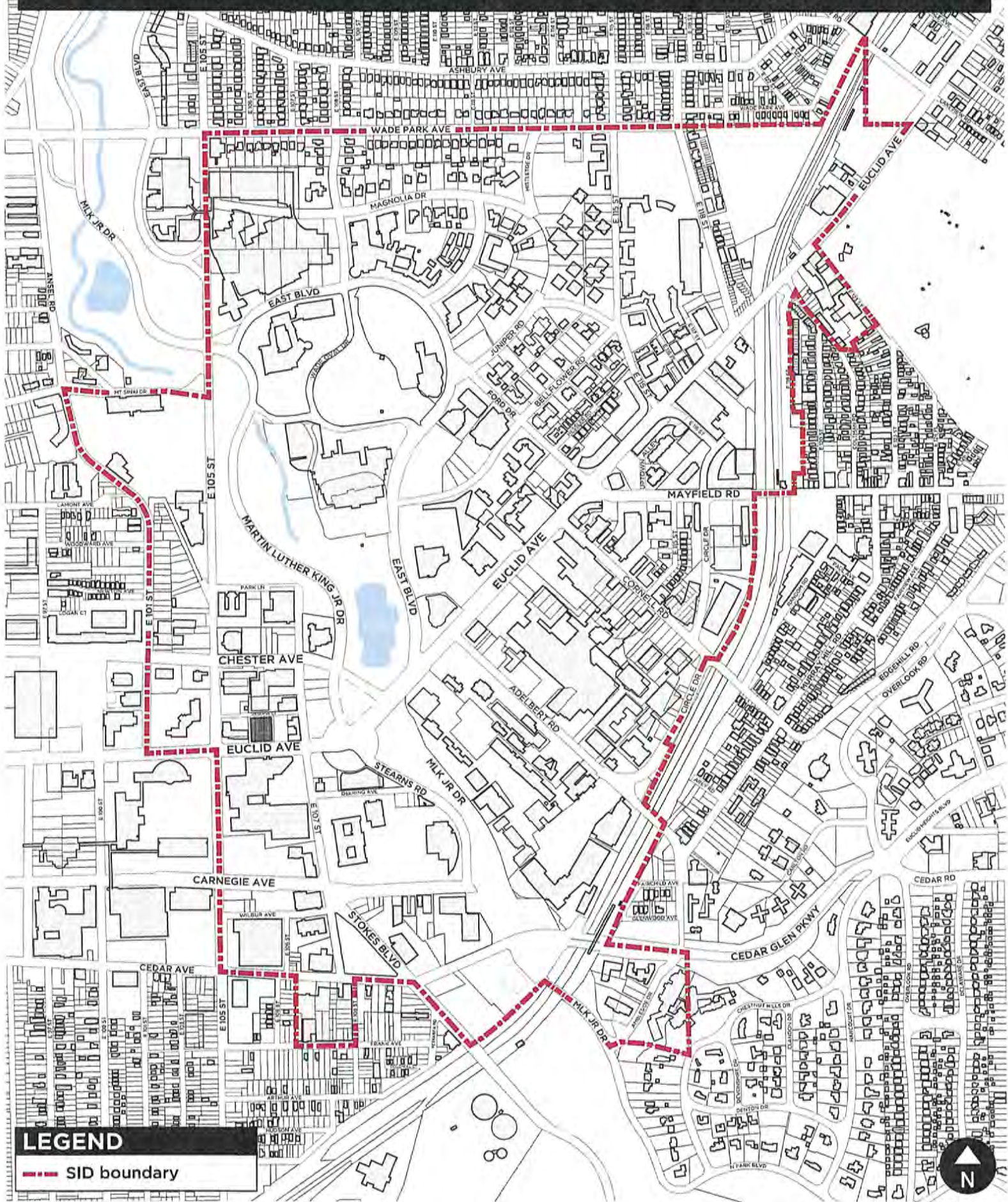
INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## Exhibit B

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## Medical Center Company

Attn: M. C. King, President & CEO  
2250 Circle Drive  
Cleveland, OH 44106

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12025008	12435 Euclid Ave	\$1,070,700	491.8	139,736	\$22,602	See Notes
12109027	2220-2250 Circle Dr	\$3,243,400	270	65,865	\$12,960	
12112047	0 Circle Dr	\$86,300	30	15,680	\$2,050	
12112048	0 Adelbert Rd	\$138,000	243	10,080	\$5,507	
12112049	0 Cummington Rd	\$139,200	90.3	6,960	\$2,395	
12112064	0 Circle Dr	\$115,000	287	9,169	\$6,224	
<b>Totals</b>		<b>\$4,792,600</b>	<b>1,412</b>	<b>247,490</b>	<b>\$51,737</b>	

### Definitions

The **values** provided in the above table represent the certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- |                  |                  |
|------------------|------------------|
| ➤ 2025: \$51,737 | ➤ 2028: \$56,534 |
| ➤ 2026: \$53,289 | ➤ 2029: \$58,230 |
| ➤ 2027: \$54,888 |                  |

### Special Conditions & Other Notes

- PPN 120-25-008 is the Cleveland portion of the solar array site; the East Cleveland portion is not included in the SID.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio  
*February 13*, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.



We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* MUSICAL ARTS ASSOCIATION

C. Name, title and signature of  
authorized representative of owner:\* ANDRÉ GEMILLET

PRESIDENT & CEO

A handwritten signature in blue ink, appearing to read 'AG', is written over a horizontal line.

\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is ANDRÉ GREMILLET ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the PRESIDENT & CEO (insert title of authorized representative) of MUSICAL ARTS ASSOCIATION (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 02/13/24

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 13 day of February, 2024.



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

[Signature]  
Notary Public  
My commission expires: 7-27-28

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

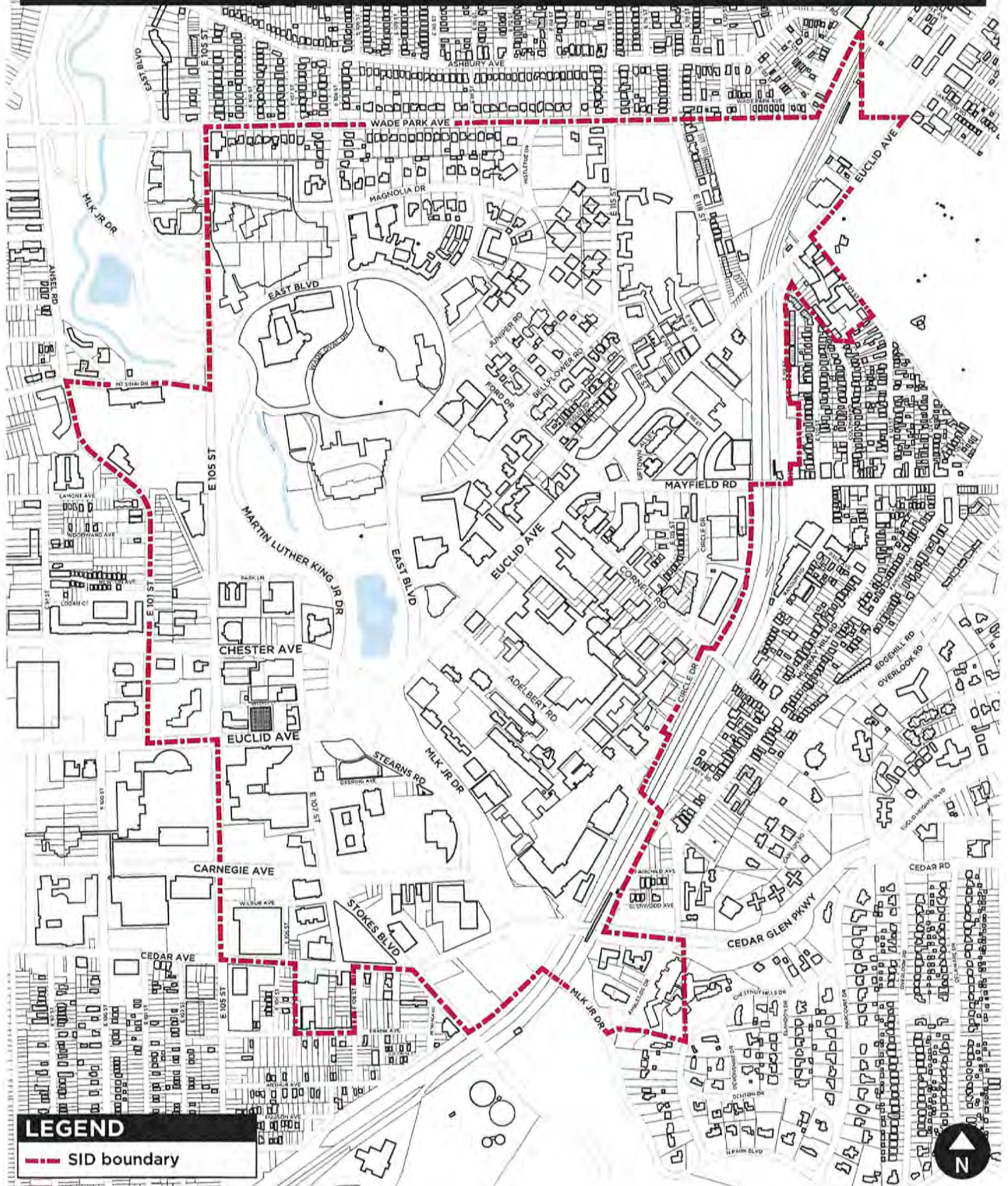
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**

# UNIVERSITY CIRCLE SID SERVICE AREA



## Exhibit B



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## Exhibit C

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## Exhibit D

## Musical Arts Association – Severance Hall

11001 Euclid Ave  
Cleveland, OH 44106

André Gremillet, President & CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12026003	11001 Euclid Ave.	\$26,350,000	826.6	79,954	\$38,052	
<b>Totals</b>		<b>\$26,350,000</b>	<b>826.6</b>	<b>79,954</b>	<b>\$38,052</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$38,052
- 2026: \$39,193
- 2027: \$40,369
- 2028: \$41,580
- 2029: \$42,828

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 14, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* New Abington Arms, LP

C. Name, title and signature of  
authorized representative of owner:\* Wesley E. Finch  
Managing Member of the General Partner W. E. Finch

\*Please refer to the enclosed instructions for signing the Petition.

# AFFIDAVIT

My legal name is Nasley E. Finck ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the Managing Member of P.P. (insert title of authorized representative) of New Abington Arms L.P. (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: N. E. Finck Date: February 14, 2024

STATE OF ~~OHIO~~ Florida )  
 ) SS:  
COUNTY OF ~~CUYAHOGA~~ )  
Palm Beach

SWORN TO before me and subscribed  
in my presence, this 14th day of Feb, 2024.

Brenda L. Schaffer  
Notary Public

My commission expires: Dec. 3, 2027



## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

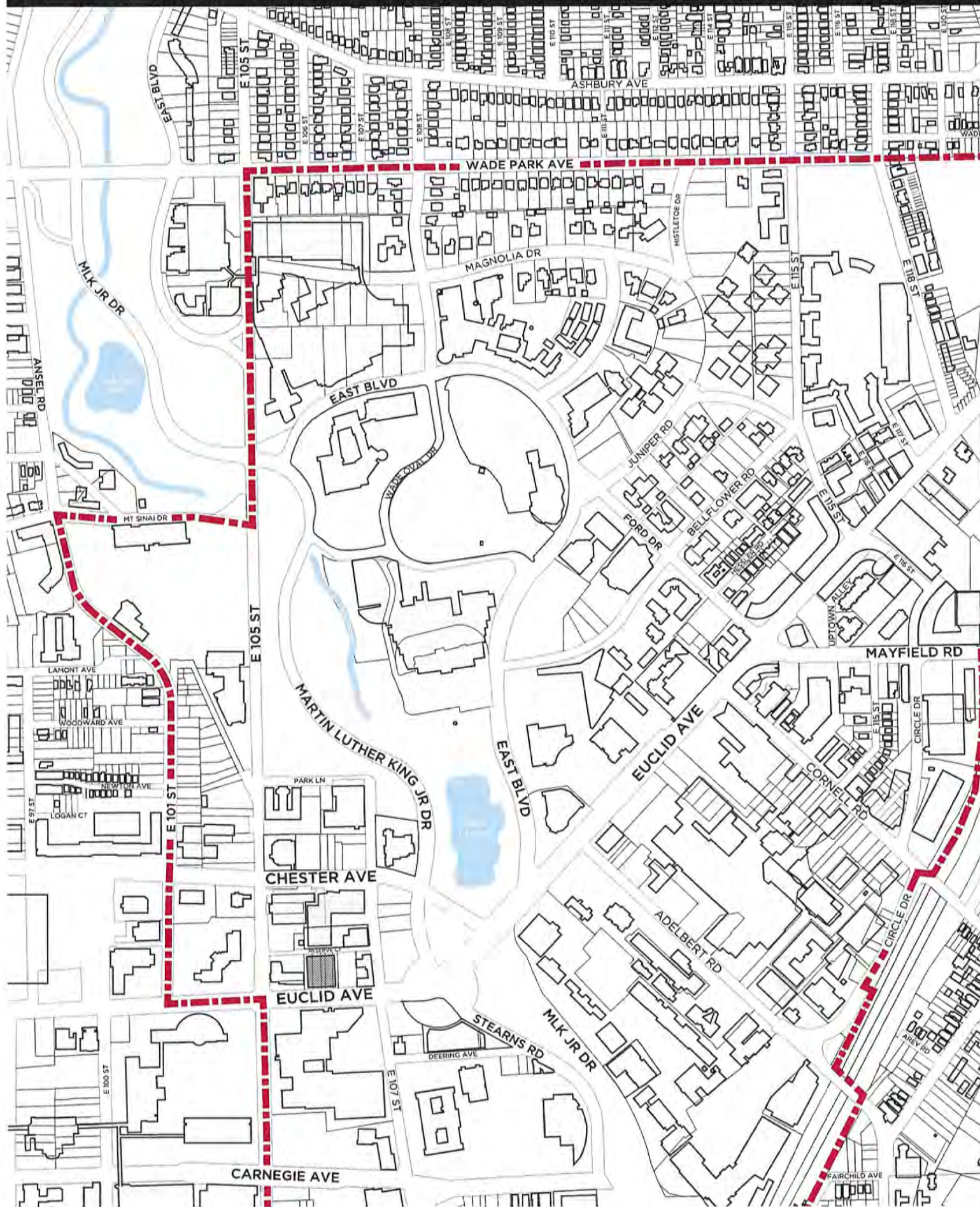
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**

# UNIVERSITY CIRCLE SID SERV



## Exhibit B



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
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11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
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11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
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12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

## VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

## VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

## IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## New Abington Arms, LP

11501 Mayfield Road  
Cleveland, Ohio 44106

Wes Finch, The Finch Group

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12029057	11501 Mayfield Rd.	\$7,400,000	320.6	62,682	\$16,030	
<b>Totals</b>		<b>\$7,400,000</b>	<b>320.6</b>	<b>62,682</b>	<b>\$16,030</b>	

#### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$16,030
- 2026: \$16,511
- 2027: \$17,006
- 2028: \$17,516
- 2029: \$18,042

#### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- Authorized signer for the property is Wes Finch of The Finch Group.
- Property is deeded to New Abington Arms, LP with a mailing address at:

Rose Community Capital LLC  
86 E. Route 59  
Spring Valley, NY 10977

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 14, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan")) which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* PLV ASSOCIATES, L.P.

C. Name, title and signature of  
authorized representative of owner:\* Wesley E. Fischen General Partner  
W-E Fischen

\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is Nesley E Finner ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the General Partner (insert title of authorized representative) of PLV ASSOCIATES LP (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: N. E. Finner Date: February 14, 2024

STATE OF ~~OHIO~~ Florida )  
 ) SS:  
COUNTY OF ~~CUYAHOGA~~ )  
Palm Beach

SWORN TO before me and subscribed  
in my presence, this 14th day of Feb., 2024.

Brenda L. Schaffer  
Notary Public

My commission expires: Dec. 3, 2027



## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**

--- SID boundary



## **Exhibit B**



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
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11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
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12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## Park Lane Villa

PLV Associates, L.P.

Attn: Wes Finch

6111 Broken Sound Parkway, Suite 150

Boca Raton, FL 33487

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
11920001	10510 Park Lane	\$10,100,000	469.7	75,243	\$21,524	
11920022	0 Park Lane	\$347,500	101.3	5,940	\$2,625	
<b>Totals</b>		<b>\$10,447,500</b>	<b>571.0</b>	<b>81,183</b>	<b>\$24,150</b>	

### Definitions

The **values** provided in the above table represent the certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$24,150
- 2026: \$24,844
- 2027: \$25,620
- 2028: \$26,389
- 2029: \$27,181

### Special Conditions & Other Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

*February 6, 2024*

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* University Circle, Inc.

C. Name, title and signature of  
authorized representative of owner:\* E. Kate Borders, President  
EKat

\*Please refer to the enclosed instructions for signing the Petition.

## AFFIDAVIT

My legal name is Elsa Katharine Borders ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President (insert title of authorized representative) of University Circle, Inc. (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 2/6/24

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 6 day of February, 2024.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

### INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

#### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

#### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

#### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

LIMITED LIABILITY  
COMPANY:

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

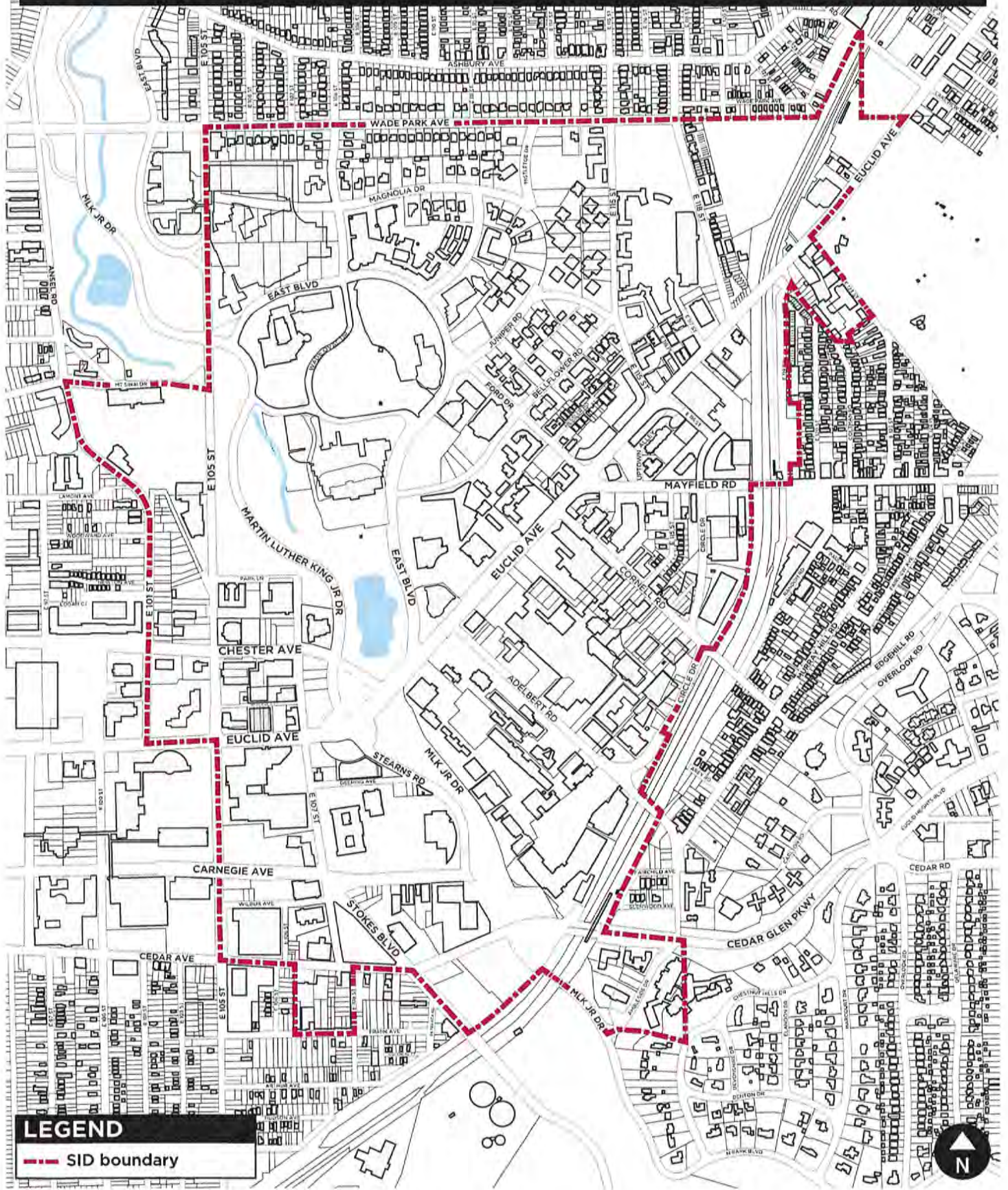
INFORMATION: Could you please provide the date of the Trust Agreement.



## **Exhibit A**



# UNIVERSITY CIRCLE SID SERVICE AREA





## **Exhibit B**

## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

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- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include:

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

## VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

## VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

## IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

## University Circle Inc.

10831 Magnolia Drive  
Cleveland, OH 44106

Kate Borders, President

### Summary of Property & Assessment Value

Parcels	Parcel Address	Certified Value	Frontage	Area	2025 Assessment
38	Various	\$135,883,900	6,177.4	719,641	\$259,985

#### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023 for 38 properties deeded to University Circle Inc. This includes both the total appraised land and building value for each parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the 38 parcels’ primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right-of-way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcels, as recorded by Cuyahoga County and verified by the City of Cleveland.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcels’ representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$259,985
- 2026: \$267,785
- 2027: \$275,818
- 2028: \$284,093
- 2029: \$292,615

#### Notes

- A full list of the 38 UCI parcels and their attributes is included in a separate file.
- The above figures include the totals for eight (8) parcels in which UCI has developer agreements; the assessments for these properties will be paid according to the terms of each respective agreement.
- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

Feb. 26, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



**AFFIDAVIT**


My legal name is HARUN ADELMAN ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the SECRETARY (insert title of authorized representative) of University Hospitals Health System, Inc. (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. On December 31, 1987, University Hospitals of Cleveland ("UHC") filed with the Secretary of State of Ohio Amended and Restated Articles of Incorporation which provided, in part, that the name of UHC was changed to the name of the Organization.
3. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: 

Date: 2-19-2024

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO before me and subscribed  
in my presence, this 19th day of February 2024.

  
\_\_\_\_\_  
Notary Public

ROBIN L. JOHNSON  
Notary Public, State of Ohio  
My Commission Expires on August 14, 2026  
Recorded in Lake County

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

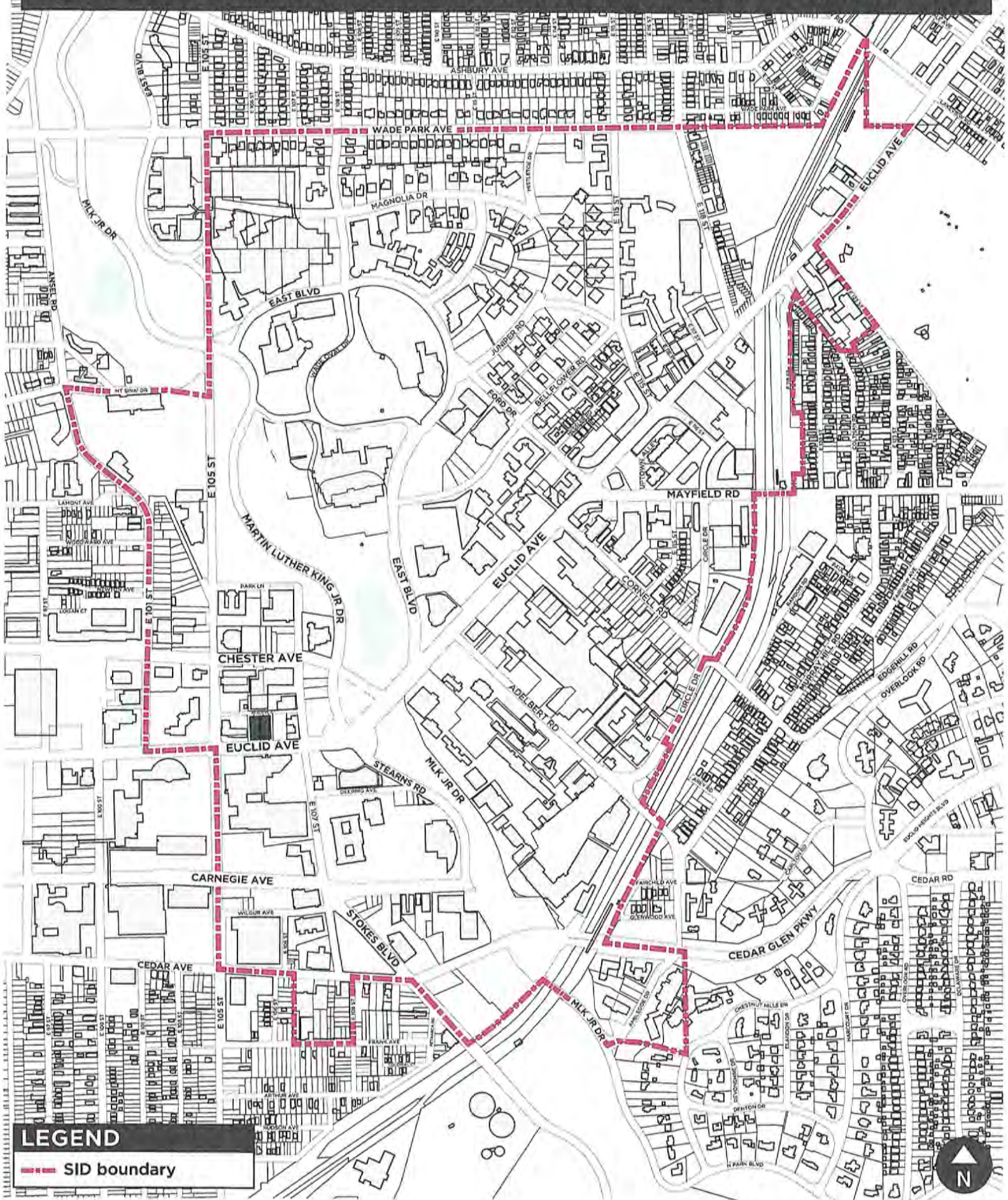
Only a TRUSTEE of the Trust can execute this Document.

DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



# UNIVERSITY CIRCLE SID SERVICE AREA





## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## **Exhibit C**

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
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As a full-service police department, the UCPD will provide the following services:

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- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## **Exhibit D**

# University Hospitals Deeded Properties in the Proposed University Circle Special Improvement District

Parcel Pin	Deeded Owner	Parcel Address	Gross Cert. Value	Total Frontage	Total Sq. Ft.	Assessment (2025)	Assessment (2026)	Assessment (2027)	Assessment (2028)	Assessment (2029)
12101009	UNIVERSITY HOSPITAL	2033-02071 CORNELL RD, CLEVELAND, OH, 44106	\$ 12,770,600	682.41	152,808	\$ 34,166.30	\$ 35,191.29	\$ 36,247.03	\$ 37,334.44	\$ 38,454.48
12101012	UNIVERSITY HOSPITAL	11432 MAYFIELD RD, CLEVELAND, OH, 44106	\$ 4,121,600	452.8	47,439	\$ 15,158.62	\$ 15,613.38	\$ 16,081.78	\$ 16,564.23	\$ 17,061.16
12101014	UNIVERSITY HOSPITAL	2032 E 115 ST, CLEVELAND, OH, 44106	\$ 452,500	62.2	9,492	\$ 2,590.06	\$ 2,358.76	\$ 2,429.52	\$ 2,502.41	\$ 2,577.48
12101016	UNIVERSITY HOSPITALS OF CLEV	0 E 115 ST, CLEVELAND, OH, 44106	\$ 62,700	38	3,800	\$ 1,090.11	\$ 1,122.81	\$ 1,156.49	\$ 1,191.19	\$ 1,226.92
12101018	UNIVERSITY HOSPITALS OF CLEV	0 E 115 ST, CLEVELAND, OH, 44106	\$ 64,700	77.51	4,356	\$ 1,873.85	\$ 1,930.07	\$ 1,987.97	\$ 2,047.61	\$ 2,109.04
12101031	UNIVERSITY HOSPITAL	2027 CORNELL RD, CLEVELAND, OH, 44106	\$ 706,200	60	12,650	\$ 2,688.40	\$ 2,769.06	\$ 2,852.13	\$ 2,937.69	\$ 3,025.82
12101036	UNIVERSITY HOSPITALS OF CLEV	0 E 115 (REAR) ST, CLEVELAND, OH, 44106	\$ 70,800	0	6,500	\$ 640.18	\$ 659.39	\$ 679.17	\$ 699.54	\$ 720.53
12102013	UNIVERSITY HOSPITALS	2127 CORNELL RD, CLEVELAND, OH, 44106	\$ 20,010,400	400.12	132,812	\$ 31,325.78	\$ 32,265.56	\$ 33,233.53	\$ 34,230.53	\$ 35,257.45
12102018	UNIVERSITY HOSPITALS	0 CIRCLE DR, CLEVELAND, OH, 44106	\$ 112,800	236.9	5,127	\$ 4,923.38	\$ 5,071.08	\$ 5,223.21	\$ 5,379.91	\$ 5,541.31
12102021	LISTED WITH 12102013	0 NO STR NO SUFF, CLEVELAND, OH, 0	\$ -	46.03	-	\$ 852.05	\$ 877.61	\$ 903.93	\$ 931.05	\$ 958.98
12103011	UNIVERSITY HOSPITALS	0 MAYFIELD RD, CLEVELAND, OH, 44106	\$ 1,272,900	485.85	55,621	\$ 14,860.94	\$ 15,306.77	\$ 15,765.97	\$ 16,238.95	\$ 16,726.12
12103012	UNIVERSITY HOSPITALS HEALTH SYSTEMS, 11626	MAYFIELD RD, CLEVELAND, OH, 44106	\$ 2,250,800	164	42,758	\$ 8,789.19	\$ 8,537.86	\$ 8,794.00	\$ 9,057.82	\$ 9,329.55
12103013	UNIVERSITY HOSPITALS HEALTH	0 MAYFIELD RD, CLEVELAND, OH, 44106	\$ 161,900	0	7,360	\$ 772.60	\$ 795.78	\$ 819.65	\$ 844.24	\$ 869.57
12103022	UNIVERSITY HOSPITALS HEALTH	2045 CIRCLE DR, CLEVELAND, OH, 44106	\$ 17,016,200	191.45	68,593	\$ 19,798.49	\$ 20,392.44	\$ 21,004.22	\$ 21,634.34	\$ 22,283.37
12108001	UNIVERSITY HOSPITALS	0 EUCUD AVE, CLEVELAND, OH, 44106	\$ 159,493,000	822.41	177,812	\$ 124,727.65	\$ 128,469.48	\$ 132,323.56	\$ 136,293.27	\$ 140,382.07
12108007	UNIVERSITY HOSPITALS	11100 EUCUD AVE, CLEVELAND, OH, 44106	\$ 346,623,300	1160.52	779,898	\$ 295,863.33	\$ 304,739.23	\$ 313,881.41	\$ 323,297.85	\$ 332,996.79
12108012	UNIVERSITY HOSPITALS HEALTH SYSTEM, I 2029	ADELBERT RD, CLEVELAND, OH, 44106	\$ 183,100	50	8,015	\$ 1,770.86	\$ 1,823.98	\$ 1,878.70	\$ 1,935.06	\$ 1,993.11
12109029	UNIVERSITY HOSPITALS	0 ADELBERT RD, CLEVELAND, OH, 44106	\$ 128,000	40	6,400	\$ 1,404.79	\$ 1,446.93	\$ 1,490.34	\$ 1,535.05	\$ 1,581.10
12109032	UNIVERSITY HOSPITALS	2121 ADELBERT RD, CLEVELAND, OH, 44106	\$ 7,808,200	170	27,200	\$ 10,211.68	\$ 10,518.03	\$ 10,833.57	\$ 11,158.58	\$ 11,493.33

Totals: \$ 573,309,700 5,148 1,548,641 \$ 572,708.25 \$ 589,889.50 \$ 607,586.19 \$ 625,813.77 \$ 644,588.18

\$ 2,253,198,900 71,071 14,279,531 \$ 3,946,700 Safety Services budget to be paid by SID assessments

7% 25% 11% 15% Share of SID assessment total  
15% Share of overall Safety Services budget

\*Figures are based off of a Safety Services Budget of \$4.365 million, with \$3.947 million paid through the SID and the remainder through outside payments by others

Formula Share	
SID Budget: \$	3,946,700
Payments made outside the SID: \$	418,300
Total Safety Services Budget: \$	4,365,000
Multipliers:	
Value	\$ 1,315,566.67
Frontage	\$ 1,315,566.67
Area	\$ 1,315,566.67
Total	\$ 3,946,700.00
Value	0.000583866
Frontage	18.51064687
Area	0.092129543

## P E T I T I O N

### TO APPROVE THE CREATION OF THE UNIVERSITY CIRCLE SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND AND THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY COSTS OF THE PROVISION OF SERVICES IN ACCORDANCE WITH THE SERVICE PLAN OF THE DISTRICT

City of Cleveland, Ohio

February 13, 2024

To the Mayor and the Council of the City of Cleveland, Ohio:

We petition the City to approve the creation of the University Circle Special Improvement District of Cleveland (the "District") as a special improvement district under Ohio Revised Code ("Revised Code") Chapter 1710, containing the boundaries described in the map attached as Exhibit A, for the purpose of developing and implementing plans for public improvements and public services that benefit the District. The District is to be formed by University Circle Incorporated, pursuant to Section 1710.02 of the Revised Code, as an "existing qualified non-profit corporation" in accordance with its amended articles of incorporation submitted to the City for the purpose thereof.

We are the owners of 60% or more of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement, excluding, as required by law, any properties owned by the federal and state governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

A list of all the properties to be included in the proposed University Circle Special Improvement District of Cleveland (identified by permanent parcel numbers shown on the records in the Cuyahoga County Fiscal Officer's office) is as shown on the attached Exhibit B. Excluded from the property comprising the District are any properties owned by the federal and State governments and any properties owned by a church or by city and county governments unless the church or city or county specifically requested in writing that its designated property be included in the District.

University Circle Incorporated has prepared and submitted to the City, with the amended articles of incorporation, the Service Plan of the District (in the form attached as Exhibit C (the "Plan") which we hereby approve. The University Circle Special Improvement District of Cleveland is to provide, or contract for the provision of, the services described in the Plan. The City is to levy special assessments upon the properties in the District to pay for the costs of the services described in the Plan.

We petition the Council of the City to assess our properties for the services as set forth in the Plan in proportion to the benefits. We agree that the determination of the benefits shall be in accordance with the formula outlined in the Plan. We request that the assessment be payable in 5 annual installments payable in advance of the services to be provided by the Plan. A schedule of the estimated assessments for the permanent parcel numbers identified below is shown in the attached Exhibit D. We acknowledge that the actual assessments may include an additional amount for the costs expended by the City in levying and collecting the assessments.

We further acknowledge and agree, in consideration of the services of the Plan, that the assessment of our properties does not exceed the benefit to be received from the Plan by each of the properties to be assessed for the Plan, that no other property other than those properties shown on Exhibit B will receive special benefits from that Plan for which any such property should be assessed, that the undersigned will pay promptly all special assessments levied against the properties pursuant to this petition as they become due, and that the determination by the Council of the special assessment against the properties pursuant to and in accordance with this Petition will be final, conclusive and binding upon the undersigned, its successors, assigns, heirs, executors and any grantees of the properties or any portion thereof.

The undersigned property owners consent and request that, subject to the terms hereof, these special assessments be levied and collected without limitation as to the value of the property assessed, consent to our respective property being included in more than one special improvement district, if applicable, and waive all the following relating to the Plan and the special assessments described herein:

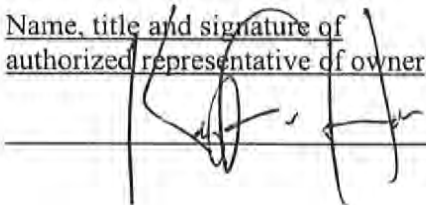
- (1) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code that may be deemed applicable to the Plan and thereby restrict these special assessments to 33-1/3% of the actual improved value of the properties as enhanced by the Plan;
- (2) any and all resolutions, ordinances and notices required for the Plan, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, and the passage of the assessing ordinance, including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code; and
- (3) any and all irregularities and defects in the proceedings.



A. Property Address(es): Those addresses identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

Permanent Parcel No(s): Those parcels identified and listed in Exhibit D attached hereto which are incorporated by reference herein.

B. Name of Owner:\* Western Reserve Historical Society (WRHS)

C. Name, title and signature of authorized representative of owner:\* Kelly Falcone Hall, President and CEO,  


\*Please refer to the enclosed instructions for signing the Petition.

**AFFIDAVIT**

My legal name is Kelly Falcone ("Affiant").

Being duly sworn, I hereby swear under oath that:

1. I am the President and CEO (insert title of authorized representative) of Western Reserve Historical Society (insert owner/entity's name) (the "Organization"), and I am duly authorized to execute the foregoing Petition on behalf of the Organization.
2. The Organization is the current owner of all of the parcels listed on Exhibit D to the foregoing Petition regardless of any deviations or variations in the name of the titled owner listed on the land records of the County of Cuyahoga, and I am therefore authorized to execute the Petition with respect to each parcel listed in that Exhibit D.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statements are, to the best of my knowledge, true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

Affiant's Signature: [Signature] Date: 2.13.2024

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )



CHERIE BANDY  
Notary Public, State of Ohio  
My Commission Expires:  
July 27, 2028

SWORN TO before me and subscribed  
in my presence, this 13 day of February, 2024.

[Signature]  
Notary Public

My commission expires: 7-27-28

## INSTRUCTIONS FOR EXECUTION OF PETITION

It is very important that this document be executed correctly. Please read these instructions carefully.

The name of the owner must be correct. Please double-check and correct.

Certain information would allow us to better serve you and get the information correct the first time. Please note any requests for information below. If there would be no inconvenience in providing the information, it would be very much appreciated.

### CORPORATION:

Only an OFFICER of the Corporation can execute this Document. Next to the name of the person who executes this Document for the Corporation, please write WHETHER THE PERSON IS THE PRESIDENT, VICE PRESIDENT, TREASURER, SECRETARY, etc. of the Corporation.

DOUBLE-CHECK THE NAME OF THE CORPORATION. Is it correct on the Document?

### PARTNERSHIP:

Only a PARTNER of the partnership can execute this Document.

DOUBLE-CHECK THE NAME OF THE PARTNERSHIP. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Partnership Agreement?

### LIMITED PARTNERSHIP:

Only a GENERAL PARTNER or an OFFICER of a GENERAL PARTNER can execute this Document. Next to the name of the person who executes this Document for the Limited Partnership, please write WHETHER THE PERSON IS A GENERAL PARTNER or if the person is an OFFICER of the GENERAL PARTNER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED PARTNERSHIP. Is it correct on the Document?

LIMITED LIABILITY  
COMPANY:

INFORMATION: Could you please provide the date of the Limited Partnership Agreement.

Only a MANAGING MEMBER or an OFFICER of a MANAGING MEMBER or a MANAGER can execute this Document. Next to the name of the person who executes this Document for the Limited Liability Company, please write WHETHER THE PERSON IS A MANAGER or a MANAGING MEMBER or if the person is an OFFICER of the MANAGING MEMBER, please write WHICH OFFICER the person is.

DOUBLE-CHECK THE NAME OF THE LIMITED LIABILITY COMPANY. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Operating Agreement.

TRUST:

Only a TRUSTEE of the Trust can execute this Document.

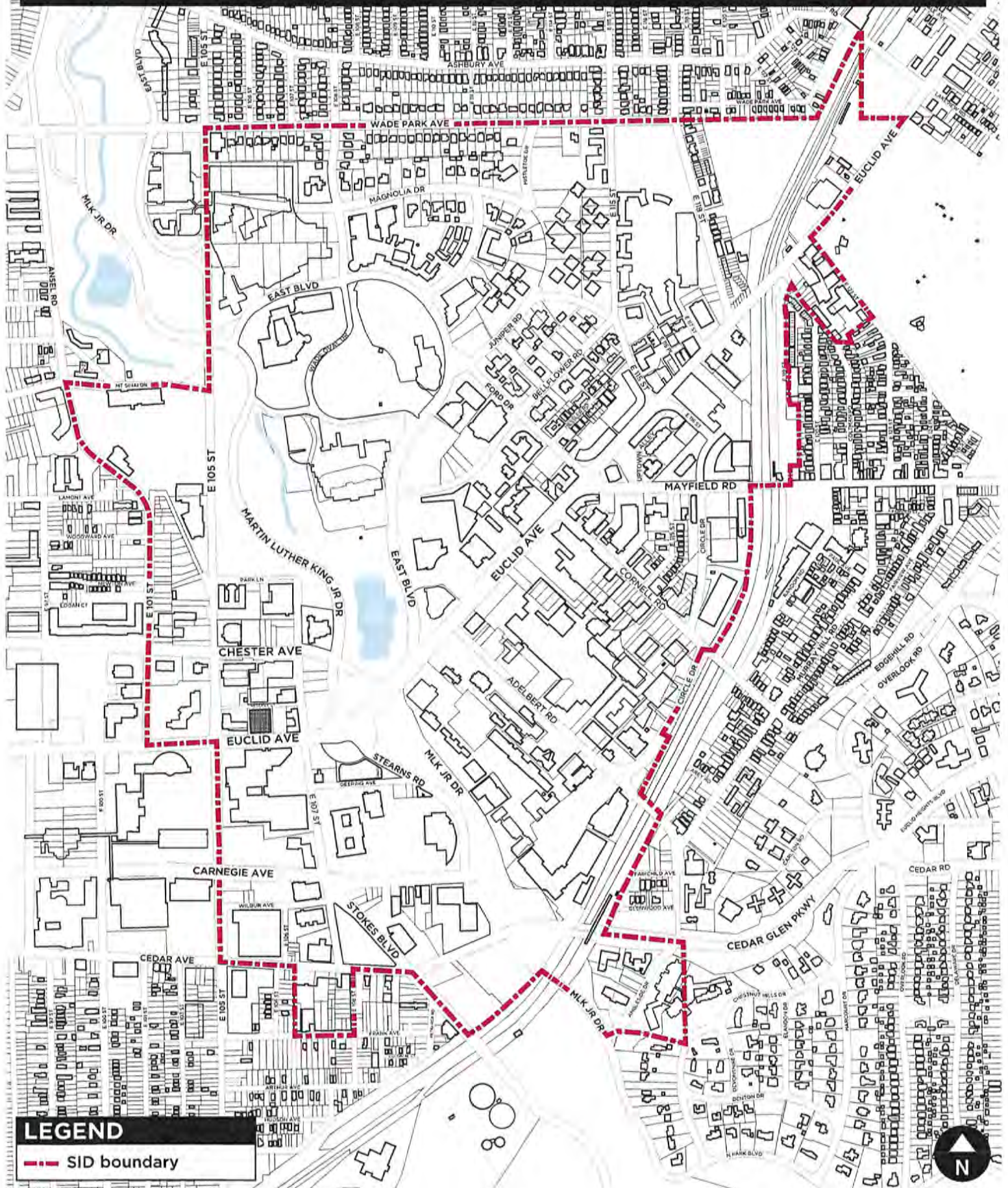
DOUBLE-CHECK THE NAME OF THE TRUST. Is it correct on the Document?

INFORMATION: Could you please provide the date of the Trust Agreement.



## Exhibit A

# UNIVERSITY CIRCLE SID SERVICE AREA



## **Exhibit B**



## EXHIBIT B

**Parcel Numbers for Properties Included in the  
University Circle Special Improvement District of Cleveland**

<u>Parcel Numbers</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
10726001	11920050	12020015	12027001
10726004	11920051	12020016	12027002
11910008	11920301	12020017	12027003
11910016	11920302	12020018	12027010
11911044	11925014	12020020	12027011
11911049	11925029	12020021	12027012
11911051	11925030	12020022	12027016
11911052	11925031	12020023	12027017
11911055	11925037	12021041	12027019
11911056	11925038	12021042	12027020
11911057	11925046	12021043	12027021
11911058	11925047	12021044	12027022
11911067	11925059	12022008	12028001
11912029	11925060	12022088	12028002
11912052	11925061	12023010	12028003
11912053	11925062	12023012	12028004
11919006	11925301	12023014	12028007
11919024	11925302	12023025	12028010
11920001	11925303	12023028	12028011
11920005	11925304	12023029	12028012
11920008	11925305	12023030	12028013
11920009	12017004	12023031	12028014
11920015	12017005	12023032	12028016
11920016	12017006	12023033	12028017
11920019	12017012	12023034	12028021
11920020	12018001	12023054	12028022
11920021	12018002	12023071	12028023
11920022	12018003	12023077	12028024
11920023	12018004	12023078	12028025
11920024	12018005	12023079	12028028
11920025	12018006	12024003	12028029
11920026	12018007	12024008	12028030
11920033	12018013	12024013	12028032
11920034	12018014	12024019	12028033
11920035	12018015	12024020	12028034
11920039	12018019	12024044	12028035
11920041	12019001	12024045	12028043
11920042	12019002	12025008	12028052
11920046	12019003	12025013	12028053
11920047	12019032	12025018	12028054
11920048	12020013	12026001	12028055
11920049	12020014	12026003	12028056



## EXHIBIT B

<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>	<u>Parcel Pins</u>
12028057	12101006	12109015	12120088
12028060	12101009	12109016	12120089
12028065	12101012	12109017	12120090
12028074	12101014	12109018	12120091
12028076	12101016	12109019	12120092
12028078	12101018	12109020	12120185
12029001	12101031	12109021	12120186
12029002	12101036	12109027	12120187
12029004	12102001	12109028	12120188
12029005	12102002	12109029	12120189
12029015	12102003	12109030	12120190
12029019	12102004	12109031	12123002
12029024	12102005	12109032	12123010
12029025	12102006	12110001	12123011
12029054	12102007	12110002	12123015
12029055	12102008	12110003	12123016
12029056	12102009	12110004	12123017
12029057	12102010	12111001	12124013
12029058	12102011	12112001	12124015
12029300	12102012	12112047	12124017
12030116	12102013	12112048	12124019
12031001	12102018	12112049	12124020
12031002	12102021	12112051	12124021
12031003	12102022	12112052	12124022
12031007	12102023	12112058	12124023
12031008	12103008	12112064	12124024
12031009	12103009	12114001	12124049
12031023	12103010	12114004	12124058
12031024	12103011	12114005	12124061
12031025	12103012	12114006	12124062
12031026	12103013	12114016	12124063
12031027	12103022	12120009	12125001
12031050	12108001	12120012	12125007
12031051	12108007	12120013	12125010
12031077	12108011	12120014	12125303
12031084	12108012	12120015	12125304
12031085	12108030	12120016	12125305
12031086	12108032	12120017	12125307
12036002	12109009	12120018	12125308
12036002A	12109010	12120019	
12037001	12109011	12120084	
12101001	12109012	12120085	
12101002	12109013	12120086	
12101005	12109014	12120087	

## **Exhibit C**

**UNIVERSITY CIRCLE  
SPECIAL IMPROVEMENT DISTRICT OF CLEVELAND  
SERVICE PLAN**

The University Circle Special Improvement District of Cleveland (the “District” or “SID”) is established pursuant to the provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

The terms and conditions regarding the District are addressed in this Plan, and include, without limitation, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District is formed by University Circle Inc. as an “existing qualified nonprofit corporation” under the Act (herein referred to as “UCI”). The governing documents of the District include the Articles of Incorporation of UCI, as amended for this purpose, Code of Regulations, resolutions duly adopted by the board of trustees of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). The Governing Documents, this Plan, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein.

**I. Purpose of the Program**

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department and UCI (the “Program Services”). The City of Cleveland (the “Participating Political Subdivision”) shall levy special assessments on real property included in the District, the payment of which will pay for the costs of the Program Services and the costs of administering the Program. Special assessment payments levied to pay costs of Program Services will be due and payable by property owners at the same time real property taxes are due. University Circle Inc. will continue to offer services to the community outside of this agreement, and paid for with separate funds, such as advocacy, community engagement, collaboration, public events, property enhancements, transportation and access management.

**II. The District’s Governance**

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Trustees of UCI functioning in the capacity of the Board of Trustees of the District (the “Board”) all in accordance with the Act.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of UCI, the Board may from time to time, and under such conditions as the Board determines,

delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

### III. District Area Description

The District Area shall contain the territory within the boundaries depicted in the map of the District attached hereto as Exhibit A and incorporated herein by reference and is largely congruous with the University Circle Inc. service boundary within the City of Cleveland. Other services not supported financially by this SID may extend beyond these boundaries.

### IV. Description of Services Provided

The Program is intended to sustain and improve community safety in University Circle through services provided by the University Circle Police Department (UCPD) and UCI. The UCPD is a community police department with full law enforcement authority granted by state law and through an Authorizing Agreement with the City of Cleveland. The presence of the UCPD, along with its reputation for quick response, is intended to be a strong deterrent to criminal activity in the District. Minimized opportunity coupled with timely and decisive intervention in actual criminal incidents has characterized the UCPD's public safety strategy since its inception. In keeping with its preventative methods, the UCPD will:

- Work closely with UCI's member institutions and property owners in focusing on crime prevention;
- Support the principles of community policing, a concept which recognizes the interdependence and shared responsibility of police and community, as the best approach to problem solving;
- Work in partnership, share resources, and engage in joint trainings with the Case Western Reserve University Security Department, University Hospitals of Cleveland Protective Services Department, and other University Circle institutional forces to enhance personal safety in the District;
- Make crime prevention presentations to the employees and constituents of University Circle institutions, businesses, and other properties, as well as to neighborhood groups and University Circle residents in the interest of promoting public awareness and cooperation;
- Provide various additional measures to ensure transparency and accountability to the communities it serves, as outlined in Section IX;
- Increase the community engagement with regularly scheduled events, public trainings to increase citizen awareness and safety, and police presence at community centers, schools, houses of worship, institutions, businesses, and other community events;
- Work diligently to ensure that officers within the department provide bias-free policing and employ equitable practices at the center of their work;

As a full-service police department, the UCPD will provide the following services:

- 24-hour patrol in marked vehicles;
- Foot and bicycle patrols in designated areas;



- Rapid response to emergency calls;
- Surveillance using plainclothes officers, unmarked vehicles, and technology;
- Apprehension and arrest of criminals, as well as criminal investigations conducted by the UCPD Detective Bureau;
- Handling of many non-criminal incidents involving vehicles, missing persons, and disturbance complaints;
- Additional community services that contribute to the overall well-being of University Circle and are critical to the maintenance of public safety, including:
  - Mental health crisis intervention and social services co-response;
  - Expanded officer training including necessary police specific skills, but also ensuring trainings such as appropriate use of force, de-escalation tactics, sensitivity to persons with various needs, bias awareness and community policing best practices;
  - Work diligently to create a more diverse department with the belief that this department should represent the community that we serve;
  - Comprehensive assistance to motor vehicle owners and operators;
  - Special building safety checks when requested by property owner;
  - Maintaining dedicated community policing mindset, including a K9 as a working member of the UCPD and bringing the K9 to events and community venues regularly;
  - Increasing proactive foot patrols by officers around University Circle and in the many institutions located here;
- Additionally, the UCPD and UCI work together to promote a safe and efficient transportation network for all modes of travel in University Circle. UCI's transportation safety programs and responsibilities include:
  - Leading district-wide transportation planning and programming in University Circle;
  - Implementing the recommendations of the Moving Greater University Circle (MGUC) Plan, including the capital projects, programs, and services outlined in the plan;
  - Coordinating the work of the Sustainable Transportation Advisory Committee (STAC) with institutional and public sector representatives to advance sustainable transportation initiatives in University Circle;
  - Managing Project Yield, a local pedestrian safety initiative led by UCI & the UCPD;
  - Leading and working with community stakeholders to advance local initiatives, including but not limited to UCPD's Pedal with Police program, bicycle and pedestrian safety messaging, and bicycle/shared mobility safety events;
  - Leading UCI's effort to annually assess roadway conditions and advocate for resurfacing and repairs to maintain a state of good repair;
  - Serving as a community liaison to direct transportation safety related complaints to the appropriate agency and help advocate for resolution;

- Regularly communicating and engaging with University Circle stakeholders and the public on road safety efforts and traffic impacts;
- Tracking pedestrian safety data to inform UCI's programs, advocacy, and enforcement efforts;
- Serving as a district representative on various transportation safety related projects and working groups.

#### V. Program Budget

The baseline budget in Year 1 (2025) is \$3,946,700. The budget will increase by 3% annually, through 2029, as follows:

- 2025: \$3,946,700
- 2026: \$4,065,101
- 2027: \$4,187,054
- 2028: \$4,312,666
- 2029: \$4,442,046

Additional payments for UCPD and UCI safety services may be collected on a case-by-case basis for services above and beyond those listed above or by property owners or other supporters outside the District.

This SID program budget is to support the safety initiatives; however University Circle Inc. is committed to providing other services that enhance the vibrancy of the area and promote the district as a world class destination. Those programs, engagement, advocacy, place management, placemaking, community events, and institutional advancements, will be funded outside of this budget but are made possible by the specific capacity and outcomes of this program.

#### VI. Assessment Methodology

The assessment of eligible properties within the District is based on equal parts 1) serviceable frontage, 2) gross certified value, and 3) land area. The values for each property are derived from County records and additional frontage measurements conducted using the Cuyahoga County Web Mapping Application. The figures will be verified by the City of Cleveland's Division of Engineering and Division of Assessments and Licenses. Additional conditions include;

- A maximum of two serviceable frontages are included in the assessment calculation for each property;
- Properties with a County tax land use code of 1-Family, 2-Family, 3-Family, Residential Condo, Common Area Platted, and Res Vacant Land are not included in the assessment.
- Per ORC Section 1710.03, properties owned by public entities are not included in the assessment unless such entity specifically requests in writing that its property be included in the District;
- Per ORC Section 1710.03, church properties are not included in the assessment unless the church specifically requests in writing that its property be included in the District;

- Railroad right of way properties traveling through the district with no additional facilities are not included in the assessment;
- Cemeteries within the District service area will be assessed based on serviceable frontage and property value alone; their land area is not included.

#### VII. Period of Assessment

The term of the assessment will be for five (5) years beginning with Tax Collection Year 2025 through Tax Collection Year 2029, with collections spanning those collection years 2025 through 2029.

The amount of voluntary assessments or other amounts payable to UCI under arrangements with its members established prior to the establishment of the District, including, without limitation, those for the period from July 1, 2024 through December 31, 2024, shall remain due and payable notwithstanding anything hereto to the contrary.

#### VIII. Program Administration & Design

- A. Administration: The Board is hereby authorized to provide for ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Program Services under this Plan.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

- B. Design: The determination of services provided and budget required to perform these services will be made by the Board of Trustees. The Board will solicit feedback from eligible property owners within the Service Area on a regular basis (see Section IX) and will incorporate this input into future Service Plans.

#### IX. Accountability & Reporting

This Plan and the Safety Services Program should be accountable to the community it serves and the property owners who support it. This includes provisions for Board and community oversight, as well as measures to promote transparency. To these ends, the following practices will be instituted as a component of the Service Program:

- A. UCI entered into and will maintain a Memorandum of Understanding (MOU) that enables the UCPD to operate within the city;
- B. Pursuant to the MOU, a Citizen Review Board (CRB) exists to field and review citizen complaints against the UCPD;
- C. After establishment of the District, a University Circle Safety Services Advisory Committee will be created for the purpose of providing additional oversight and advisory capacity from property owners within the SID service area.

- D. Each year, an Annual Report will be published by UCI on behalf of the SID, detailing the revenues and expenditures of the SID, outlining key programs and services, and performance measures, as defined by the above bodies.
- E. Leadership of UCI and UCPD will be held accountable to community policing standards, diversity efforts, and demonstration of inclusive practices.
- F. Prior to the expiration of the five-year term, the SID will re-evaluate the Service Plan, Program, and Budget with its members and contributing property owners to confirm the effectiveness of the programs and services provided.



## Exhibit D

## Cleveland History Center of the Western Reserve Historical Society

10825 East Boulevard  
Cleveland, Ohio 44106

Kelly Falcone-Hall, President & CEO

### Summary of Property & Assessment Value

Parcel #	Parcel Address	Value	Frontage	Area	2025 Assessment	Special Conditions
12017006	10825 East Blvd	\$18,738,100	1,035.7	330,306	\$60,543	2 Frontages
<b>Totals</b>		<b>\$18,738,100</b>	<b>1,035.7</b>	<b>330,306</b>	<b>\$60,543</b>	

### Definitions

The **value** provided in the above table represents the gross certified “appraised total” for County tax year 2023. This includes both the total appraised land and building value for the parcel.

The **frontage** provided in the above table represents the “total serviceable linear feet” along the parcel’s primary and secondary frontages. Serviceable frontage is defined as the property frontage that abuts public right of way or another publicly accessible area and usually includes a roadway and/or sidewalk. A maximum of two frontages are used in this calculation.

The **area** provided in the above table represents the “total square footage” for the parcel, as recorded by Cuyahoga County.

The **assessment** value in the above table is the SID payment amount attributed to the parcel in Year 1 (2025). This is derived from the parcel’s representative share of the eligible property in the district and the weighting of 1/3 value, 1/3 frontage, and 1/3 area, as described in the previous pages. The assessment value will increase by 3% each year, through 2029, as follows:

- 2025: \$60,543
- 2026: \$62,359
- 2027: \$64,230
- 2028: \$66,157
- 2029: \$68,141

### Notes

- Final assessment values will be calculated following City of Cleveland review and verification of property information, property owner objections, and other details.
- Serviceable frontage for the Center’s primary (East Boulevard) and secondary (Magnolia Drive) fronts were used in the above calculations. E. 108<sup>th</sup> Street and Hazel Drive frontages were not included.