



MEMORANDUM

CITY COUNCIL

TO: Cleveland City Council

FROM: Bricker Graydon LLP

DATE: September 26, 2024

RE: Sufficiency of Petition for North Coast Waterfront New Community Authority

CLEVELAND

The following is an explanation regarding the sufficiency of the Petition for Establishment of the North Coast Waterfront New Community Authority (the "Petition"). Pursuant to Ohio Revised Code Section 349.03(A):

(A) Proceedings for the organization of a new community authority shall be initiated by a petition filed by the developer in the office of the clerk of an organizational board of commissioners determined based on where the territory of the proposed new community district is located. Such petition shall be signed by the developer and may be signed by each proximate community. The legislative authorities of each such proximate community shall act in behalf of such community. Such petition shall contain:

- (1) The name of the proposed new community authority;
- (2) The address where the principal office of the authority will be located or the manner in which the location will be selected;
- (3) A map and a full and accurate description of the boundaries of the new community district together with a description of the properties within such boundaries, if any, which will not be included in the new community district.
- (4) A statement setting forth the zoning regulations proposed for zoning the area within the boundaries of the new community district for comprehensive development as a new community, and if the area has been zoned for such development, a certified copy of the applicable zoning regulations therefor;
- (5) A current plan indicating the proposed development program for the new community district, the land acquisition and land development activities, community facilities, services proposed to be undertaken by the new community authority under such program, the proposed method of financing such activities and services, including a description of the bases, timing, and manner of collecting

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any proposed community development charges, and the projected total residential population of, and employment within, the new community;

(6) A suggested number of members, consistent with section 349.04 of the Revised Code, for the board of trustees;

(7) A preliminary economic feasibility analysis, including the area development pattern and demand, location and proposed new community district size, present and future socio-economic conditions, public services provision, financial plan, and the developer's management capability;

(8) A statement that the development will comply with all applicable environmental laws and regulations.

As explained more fully below, the Petition contains all of these requirements and complies with R.C. 349.03 as to form and substance. Accordingly, Cleveland City Council may determine that “a sufficient petition has been filed in accordance with this section....” (R.C. 349.03(A)).

(1) The name of the proposed new community authority

The name of the proposed new community authority is “North Coast Waterfront New Community Authority” (the “Authority”) and is located in Section 1 of the Petition.

(2) The address where the principal office of the authority will be located or the manner in which the location will be selected

The principal office of the Authority is 601 Lakeside Avenue, Room 227, Cleveland, Ohio 44114 and is located in Section 2 of the Petition.

(3) A map and full and accurate description of the boundaries of the district

A map of the new community district’s (the “District”) initial property is attached as Exhibit A and descriptions of the parcels comprising the District are attached to the Petition as Exhibit B. Section 3 of the petition describes the initial property.

(4) Zoning for Proposed District

Section 4 contains a statement regarding the zoning for the proposed district and attached as Exhibit C is a letter from the City of Cleveland Planning Department certifying the zoning for the proposed district.

(5) Current Development Plan for Proposed District

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Section 5 of the Petition sets out the current development plan for the District. Exhibit D lays out the proposed community facilities for the District. Exhibit E is a preliminary economic feasibility analysis that includes the employment and resident data for the District. Additionally, Exhibit E includes relevant portions of the City of Cleveland's Lakefront Master Plan.

(6) Proposed Number of Board Members

Section 6 of the Petition establishes the Authority's board as consisting of nine (9) members and that City Council will appoint four (4) members to represent the interests of present and future residents and employers within the District, one (1) member to serve as a representative of local government. The Mayor in coordination with the North Coast Waterfront Development Corporation (the "NCWDC") will appoint four (4) members to represent the interests of the City and NCWDC as Developer. Section 6 also explains the process for replacing board members.

(7) Preliminary economic feasibility analysis

Section 7 and Exhibit E of the Petition discusses the preliminary economic feasibility analysis including all the relevant required data. Additionally, a financial plan is attached as Exhibit F and the management capabilities of the City of Cleveland and NCWDC are explained in Exhibits G and H respectively.

(8) A statement that the development will comply with all applicable environmental laws and regulations

Section 8 of the Petition is a statement that the Authority and the City shall comply with all applicable environmental laws and regulations with respect to the District.

BEFORE THE CITY COUNCIL OF THE CITY OF CLEVELAND, OHIO

PETITION FOR ESTABLISHMENT OF THE
NORTH COAST WATERFRONT NEW
COMMUNITY AUTHORITY AS A NEW
COMMUNITY AUTHORITY UNDER OHIO
REVISED CODE CHAPTER 349

Submitted By:

CITY OF CLEVELAND, OHIO

As the Developer Pursuant To
Ohio Revised Code Section 349.01(E)

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BEFORE THE CITY COUNCIL OF THE CITY OF CLEVELAND, OHIO

PETITION FOR ESTABLISHMENT OF
THE NORTH COAST WATERFRONT NEW COMMUNITY
AUTHORITY
AS A NEW COMMUNITY AUTHORITY UNDER
OHIO REVISED CODE CHAPTER 349

Pursuant to Ohio Revised Code Chapter 349 (the “Chapter”), the City of Cleveland, Ohio (the “City” or “Developer”), in its capacity as a “developer” as defined in Ohio Revised Code Section 349.01(E), hereby makes and files this petition (the “Petition”) with the Council of the City of Cleveland, Ohio (the “City Council”) as the organizational board of commissioners under Ohio Revised Code Section 349.01(F), in order to initiate proceedings for the establishment of a new community authority (the “Authority”) and for the description of the land within the new community district described in Section 3 below. The City intends that the Authority’s new community development program will initially be managed by the North Coast Waterfront Development Corporation (the “NCWDC”) pursuant to one or more agreements between the Authority and NCWDC.

The City further states as follows:

Section 1. Name of the Proposed Authority

The Authority shall be named the “North Coast Waterfront New Community Authority.”

Section 2. Principal Office of the Proposed Authority

The principal office of the Authority shall be located at 601 Lakeside Avenue, Room 227, Cleveland, Ohio 44114 until such time as the board of trustees of the Authority determines another location for the principal office of the Authority.

Section 3. Map; Full and Accurate Description of the Proposed District

A full and accurate description of the initial boundaries of the land within the new community district (the “District”) is attached hereto in the form of a map as Exhibit A (the “Initial Property”), and the legal descriptions for the parcels comprising the District are attached hereto as Exhibit B. As indicated in the map, because of the location of the District on the lakefront and in the central business district of the City, all of the real property within the District is developable as a new community pursuant to a new community development program, as such terms are defined in Ohio Revised Code Section 349.01(A) and (B). The new community development program for the Authority may take into account any existing community in relation to which a new community is developed for purposes of being characterized by well-balanced and diversified land use patterns. All of the land comprising the Initial Property is owned by the City or controlled by the City through leases of at least seventy-five (75) years’ duration, options, or contracts to

purchase. The territory of the District is wholly located within the municipal boundaries of the City.

This Petition seeks the establishment of the Authority and the District with respect to the Initial Property. Pursuant to Ohio Revised Code Section 349.03(B), the City intends that it will from time to time add additional territory to the District (collectively, the “Additional Properties”) to further the purposes of the Authority as set forth in this Petition. Additional Properties shall be able to be developed consistent with the District as part of a new community pursuant to a new community development program, as such terms are defined in Ohio Revised Code Section 349.01(A) and (B). Additional Properties shall be owned or controlled by the City as Developer pursuant to Ohio Revised Code Section 349.01(E) or shall be owned or controlled by the City, by one or more property owners, or by one or more persons pursuant to Ohio Revised Code Section 349.01(E) or Section 349.03(B)(4). Certain Additional Properties that the City expects to add to the District through additional process authorized in Ohio Revised Code Chapter 349 are identified in Exhibit I at the end of this Petition. Nothing in this Petition precludes the City, one or more owners, or one or more other persons from adding real property not described in Exhibit I to the District through additional proceedings authorized under Ohio Revised Code Chapter 349.

Section 4. Zoning for the Proposed District

The District is currently zoned for a mix of uses, including industrial, residential, and commercial, in accordance with the City’s official zoning map as adopted by City Ordinance No. 533-56, passed on June 25, 1956, and as the same may be amended from time to time. The current plans for the development of the proposed District comply with the applicable zoning regulations, and the area within the District is zoned for comprehensive development of a new community as such term is defined in Ohio Revised Code Section 349.01(A). A certified copy of the applicable zoning regulations is attached hereto as Exhibit C.

Section 5. Current Plans for the Development of the Proposed District

The current plans for the development of the proposed District, indicating the proposed “new community development program,” as defined in Ohio Revised Code Section 349.01(B), are provided below and in certain Exhibits attached to this Petition (collectively, the “Development Program”).

The primary goal of the Development Program for the Authority is to develop new community facilities and provide services necessary to fulfill the current and future development needs of this area of the City. The Development Program requires management by, consultation with, and technical assistance of NCWDC or a similar entity. NCWDC shall be appointed by the Authority as the initial manager for the Development Program pursuant to an agreement between NCWDC and the Authority. Such agreement, among other things, may authorize NCWDC, as manager, to implement the Development Program, including, but not limited to, acting on behalf of the Authority. Without limiting the generality of the foregoing, such agreement may, but is not required, to authorize NCWDC to engage in land acquisition and land development, occupy, operate, and maintain Community Facilities, provide District Services, provide Community

Activities, collect and administer Community Development Charges, and/or contract with service providers, including professional services providers, for the same, all on behalf of the Authority. NCWDC's management capabilities are set forth on Exhibit H. The Board may determine, from time to time, to appoint additional, replacement, or successor entities to assist with the management of the Development Program.

The Development Program is the general program for the development of the District, and includes (a) the land acquisition and land development activities to be undertaken within the area including the District, (b) the acquisition, construction, operation, and maintenance of community facilities and other public infrastructure improvements for the District (the "Community Facilities"), (c) the provision of District services to be undertaken by, or on behalf of, the Authority, which services may be provided in cooperation with one or more other governmental or non-governmental entities or agencies, (d) the proposed method of financing such Community Facilities and District services, including a description of the bases, timing, and manner of collecting Community Development Charges, (e) the projected total employment within the District, and (f) the projected total population of the District.

Projected development of the District, including certain Additional Properties that may be added to the District, is described in Exhibit E attached hereto. The Development Program takes into account the existing community in the District for purposes of being characterized by well-balanced and diversified land use patterns.

a. Development Program, Including Land Acquisition and Land Development.

- i. Development Program. The Development Program contemplates that the Authority may undertake plans for the acquisition of real property and interests in real property and the direct development of the District in accordance with the Development Program, including, without limitation (i) the acquisition of fee interests, easements, rights-of-way, licenses, leases and similar property interests necessary to complete the Community Facilities, including such interests which may be provided by the City or other governmental entities or agencies in support of the Development Program; and (ii) the acquisition of real property and interests in real property to be provided by the City or other governmental entities or agencies in support of the Development Program.

Development within the District will be required to complement the City's North Coast Lakefront Master Plan. The North Coast Lakefront Master Plan is a community-driven plan that aims to create a world-class, community-based, fundable, and implementable plan with a guiding vision for connecting the community to the lakefront. The focus of the plan reimagines the 22-acres of land north of the municipally-owned stadium located at 100 Alfred Lerner Way (the "Stadium"), which is currently used as parking lots. In the event that the Cleveland Browns change the location of its pre-season and home games, the Development Program would also consist of new public and private development on the current footprint of

the stadium. The plan also includes the design of a curved pedestrian land bridge that will cross over the railway tracks and Shoreway, directly connecting downtown to the lake. The project aims to reorient and connect the community to Lake Erie, expanding Cleveland's narrative around the lake and bringing the lake once again to the center of public life.

Key goals of the Development Program are to:

- improve access and connectivity to the lakefront;
- create a resilient and welcoming destination that belongs to everyone; and
- unlock economic development opportunities by repurposing vacant and underutilized land.

The redevelopment itself will consist of a number of public and private uses. Public uses include +/- 12 acres of public park and green space, sidewalks and bike on the redevelopment site as well as along the land bridge. The North Coast Lakefront Master Plan also identified a variety of private development opportunities in line with market demand in Cleveland and with similar waterfront developments across the Midwest. These uses include a boutique hotel, several multi-family developments with structured parking, a food hall, and a number of other food and retail uses.

All Initial Property is controlled by the City, so no additional site acquisition will be necessary. The new Community Facilities that will be developed as a part of the Development Program will be operated and maintained by partners from the public and private sector that will be vetted for experience and capacity. Public space will be maintained and operated by the NCWDC and the City or another public or private entity determined by the Board.

- ii. Land Acquisition and Land Development. The District and certain Additional Properties expected to be added to the District is comprised of a number of current uses, as well as substantial new development opportunities that will require significant infrastructure work to come to fruition. NCWDC and the City have spent nearly two years working with a consultant, Field Operations, to design a master plan that takes into account both current and future users. That master plan will guide the necessary infrastructure work to facilitate new development. The existing users in the area include the Cleveland Browns Stadium, the Great Lakes Science Center, the Rock and Roll Hall of Fame, Burke Airport, Cumberland Development Apartments, Nuevo Restaurant, docks for public boat access, the docks for Good Time Charley, and several public surface and structured parking lots. There is a +/- 25 acre surface parking lot north of Browns Stadium that will support the new development activity, including public park space, apartments, hotel, and a variety of commercial and entertainment uses. The City, in partnership with NCWDC and future developers, will need to properly grade the site to eliminate the small

topographical difference between the northern and southern portions of the site. The City, in partnership with the NCWDC and developers, will also continue to study the utility needs and install necessary water distribution, sewage collection, gas, and electric infrastructure, as well as roads, streets, sidewalks, and any other infrastructure installation that will support development. Future development will be dependent on market conditions and partnership with the private sector. Infrastructure will be built to accommodate future uses.

- b. Plan for Community Facilities. The Development Program for the District is expected to require enhancement of the quality of facilities, roadways, infrastructure, parks, and other amenities for the benefit of all residents and users of real property within the District. The Community Facilities shall include all real property, buildings, structures, or other facilities, including related fixtures, equipment, and furnishings, to be owned, operated, financed, constructed, and maintained under the Chapter. As provided in the Chapter, the Community Facilities consist generally of (i) any real property, buildings, structures, or other facilities, including related fixtures, equipment, and furnishings, to be owned, operated, financed, constructed, and maintained by the Authority or the manager of the Authority; and (ii) any Community Facilities that are owned, operated, financed, constructed, or maintained for, relating to, or in furtherance of community activities within the meaning of Ohio Revised Code Section 349.01(N).

Specifically, it is presently anticipated that the Community Facilities may include the facilities of the character described in Exhibit D attached hereto. The City intends that Community Facilities will be owned by the City, the Authority, another governmental entity, or NCWDC, or another public or private entity determined by the Board.

- c. Provision of District Services. Pursuant to the Chapter, the Authority is authorized to provide services within the District, including, but not limited to, landscaping, street and sidewalk cleaning and maintenance, maintenance of parking facilities, and any other community improvement services. The Authority is further authorized to provide, engage in, or otherwise sponsor recreational, educational, health, social, vocational, cultural, beautification, and amusement activities and related services primarily for residents of, visitors to, employees working within, or employers operating businesses in the district, or any combination thereof. The Authority may determine from time to time to allocate a portion of its budget to the costs of such services.

The Authority may cooperate with other governmental entities and agencies as provided in the Chapter, including the City and NCWDC, for the provision of District services or otherwise. The City intends that the Authority will provide, engage in, or otherwise sponsor recreational, educational, health, social, vocational, cultural, beautification, and amusement activities and related services primarily for residents of, visitors to, employees working within, or employers operating

businesses in the District. These services are presently expected to include, without limitation, programming, and place-making improvements. Programming will result in increased traffic to the District, create a heightened sense of community, and generate revenue for local retail locations. Programming will also serve to enhance the overall pedestrian experience in the District. The City and NCWDC envision the programming efforts to include a range of activities from large scale, signature multi-day events to sports leagues to lower budget reoccurring weekly events. The City and NCWDC also envision the District will engage in place-making initiatives such as beautification enhancements, seasonal décor, and provide required infrastructure to support the programming efforts such as lighting, sound, and stage elements. These services are expected to enhance the resident, employee and visitor experience in the District and increase users of businesses in the District, thus increasing the vitality of those businesses and the District development as a whole.

- d. Method of Financing. The Authority expects to generate funds for its operations and its activities through the levy of one or more “community development charges,” as defined in the Chapter (the “Community Development Charges”). Community Development Charges may be levied on certain parcels within the District or may be collected with respect to certain properties or certain activities within the District.

The Community Development Charge may be used by the Authority to pay (i) operating, maintenance, and administrative expenses of the Authority and NCWDC; and (ii) as a source of security for the payment of debt service charges on revenue bonds issued to pay for certain Authority costs.

The City proposes to pay certain costs of Community Facilities, land acquisition, land development or District services on a current expense or operating expense basis with user fees, governmental contributions, or other revenue available to the Authority.

The City proposes to finance certain costs of acquisition, construction, maintenance, and operation of certain of the Community Facilities, the costs of the provision of community activities and District services, the costs of land acquisition, and the costs of land development through the issuance of one or more series of bonds, notes issued in anticipation of the issuance of bonds, or bonds issued to refund such bonds or notes (the “Bonds”), either by the Authority, by the City, by an Ohio port authority, or by one or more governmental entities or agencies in cooperation with the Authority, the City or an Ohio port authority. Bonds may be secured through the levy and collection by the Authority of Community Development Charges.

Notwithstanding the foregoing, the City reserves the right, to the extent feasible from time to time, to cause the Authority to pay or reimburse costs of the Authority

using any reasonable method, which may be a combination of any of the foregoing methods or an alternative method determined by the Authority Board.

- e. Projected Total Employment within the District. The Initial Property includes the following employers: City of Cleveland. However, the City is actively pursuing additional employers as part of the economic development strategies outlined in Exhibit E.
- f. Projected Total Population of the District. The Initial Property is not expected to include any residents; however, the Development Program specifically intends to cause residential development of all types to be developed within the City and the District.

The 2020 U.S. Bureau of the Census Report estimated a City population of 372,624. The City currently projects that the City will stabilize in population in the near term. The District currently has a population of 0. The projected total population of the District, upon the inclusion of the Additional Properties, is over 100 over the next decade. The Community Facilities will be designed to benefit any new residents.

Section 6. Board of Trustees of the Proposed Authority

The City recommends that the members of the board of trustees of the Authority (the “Board”) be comprised of nine (9) members selected through an alternative selection process as provided in Ohio Revised Code Section 349.04 and as described below:

- a. Appointment of Members of the Board. Initially, the City, acting through the City Council and the Mayor, will appoint all members of the Board, as follows:
 - i. The City Council, as the organizational board of commissioners for this Petition under Ohio Revised Code Section 349.01(F), shall appoint four (4) citizen members of the Board to represent the interests of present and future residents and employers within the District.
 - ii. The City Council, as the organizational board of commissioners for this Petition under Ohio Revised Code Section 349.01(F), shall appoint one (1) member of the Board to serve as a representative of local government.
 - iii. The Mayor, in such person’s capacity as executive representative of the City as Developer within the meaning of Ohio Revised Code Section 349.01(E), shall appoint four (4) members to serve on the Board to represent the interests of the real estate development interests of the City within the District. The Mayor’s appointments shall be made with the advice and consent of the entity then serving as manager of the Authority, which initially shall be the NCWDC.

- b. Replacement of Members of the Board. As described in Section 5, the projected total population of the District, including any Additional Properties, is variable depending on the growth and development of the waterfront areas of the City. Therefore, the City in its capacity as Developer recommends that the City Council establish an alternative Board selection process, pursuant to Ohio Revised Code Section 349.04, to continue the selection of Board members by appointment. Until such time as the City Council shall determine that the development of the District, including any Additional Properties, is substantially complete, the City Council shall continue the selection of Board members by appointment in the same manner as described in Section 6(a)(i) and Section 6(a)(ii) hereof, and the Mayor shall continue the selection of Board members by appointment in the same manner as described in Section 6(a)(iii) hereof. Upon substantial completion of the development of the District, including any Additional Properties, the City Council shall establish an alternative process for selecting Board members to be determined by the City Council at that time. No elections shall be held for the selection of successor Board members.

Section 7. Preliminary Economic Feasibility Analysis for the Proposed Authority

The preliminary economic feasibility analysis is provided below and in certain Exhibits attached to this Petition. The preliminary economic feasibility analysis examines (a) development patterns and demand factors of the area including the District, (b) the location and size for the proposed District, (c) the present and future socio-economic conditions of the area including the District, (d) a description of the public services to be provided with respect to the area including the District, (e) a financial plan with respect to the area including the District, and (f) a description of the City's management capability.

- a. Development Patterns and Demand Factors of District. The current land use of the area within the District includes parking lots, stadium facilities, and other city owned facilities and assets. The proposed future land use of the District will include public parks, cultural facilities, amenities, commercial, residential, retail, and lodging facilities. At this time, the City intends to pursue development of the Initial Property but also to consider opportunities to develop City-owned property and other property in the area of the District as Additional Property. In addition, the City expects development of Additional Properties during the next decade, including for public parks and recreational facilities, residential, commercial, and mixed-use purposes.
- b. Location and Size of Proposed District. The District is located in the City as more fully shown in Exhibit A and described in Exhibit B. The size of the proposed District is approximately 69 acres.
- c. Public Services Provision. With respect to the Initial Property: (i) all law enforcement services within the District shall be provided by the Cleveland Police Department; (ii) all fire and emergency medical services shall be provided by the Cleveland Fire Department and Cleveland EMS Department; (iii) roadways and

utilities will be provided by the applicable public or utility entities; and (iv) public education services shall be provided by the Cleveland Metropolitan City School District.

- d. Preliminary Economic Feasibility Analysis. A preliminary economic feasibility analysis for development of the District, including the area development pattern and demand, and present and future socio-economic conditions of the area including the District is attached hereto as Exhibit E.
- e. Financial Plan. A preliminary financial plan for the development and the District is attached hereto as Exhibit F.
- f. Developer's Management Capability. A description of the management capability of the City as Developer, in the form of the most recent audit of the City, is attached hereto as Exhibit G. A description of the management capabilities of NCWDC, as the City's designated manager of the Authority, is attached hereto as Exhibit H.

Section 8. Environmental Statement

The Authority and the City shall comply with all applicable environmental laws and regulations with respect to the District. To the knowledge of the City, the District does not include any conditions qualifying as a recognized environmental condition and no evidence of actual or potential releases of hazardous substances or petroleum products in conjunction with the District.

Section 9. Intergovernmental Contracts.

Pursuant to Ohio Revised Code Chapter 349 and subject to obtaining any necessary legislation and appropriation of funds, the City, through its appropriate Director, is authorized to enter into one or more contracts with the Authority to carry out the Development Program authorized by this Petition, including, without limitation, contracts authorized pursuant to Ohio Revised Code Section 349.06(I), 349.06(N), 349.06(S). Pursuant to Ohio Revised Code Section 349.13, the City and any governmental entity or agency may, notwithstanding any contrary provision of law, lease, lend, grant, or convey to the Authority at the Authority's request, or lease, borrow, accept, or receive from the Authority upon such terms as the City, such governmental entity or such agency deem reasonable and fair and without the necessity for and advertisement, auction, order of court, or other action or formality other than the regular and formal action of the entity concerned, any real property or interests therein including improvements thereto or personal property which is necessary or convenient to the carrying out of the Development Program authorized by this Petition, including public roads, community facilities and other real property or interests therein, including improvements thereto, or personal property already devoted to public use; and provided further that, the City may enter into any and all contracts and agreements with the Authority for the provision by the Authority of coordination and management service, for all or any portion of the activities and other matters relating to carrying forward the Development Program.

Section 10. Dissolution of the Authority

In accordance with Ohio Revised Code Sections 349.03 and 349.13, the Authority may be dissolved only by formal action of the Board with concurring approval by legislative action of the City Council. Legislative action of the Board on the dissolution of the Authority may be considered only after (i) the Board has determined that the Development Program has been completed, no Authority Bonds or notes are outstanding, and other legal indebtedness of the Authority has been discharged or provided for, and (ii) notice of such determination has been provided to the City Council and the Mayor at least thirty (30) days prior to consideration by the Board of formal action on dissolution.

Section 11. Future Developer

The City Council may determine, in its sole discretion, to authorize NCWDC as an additional “developer” of the Authority under Ohio Revised Code Section 349.01(E) if the NCWDC obtains ownership or control of any real property within the District or any real property to be added to the District pursuant to Ohio Revised Code Section 349.03(B).

Section 12. Additional Provisions Regarding This Petition

For the purposes of the establishment of the Authority, the City is the only municipal corporation and the only entity that can be defined as a “proximate community” with respect to the Authority as that term is defined in Ohio Revised Code Section 349.01(M).

Exhibits A, B, C, D, E, F, G, H, and I attached hereto, are hereby incorporated as part of this Petition.

Words and terms not defined herein shall have the meanings given in Ohio Revised Code Section 349.01 unless the context requires a different meaning.

The City, as Developer of the Authority under Ohio Revised Code Section 349.01(E), hereby requests the City Council, as the “organizational board of commissioners” for this Petition under Ohio Revised Code Section 349.01(F), determine that this Petition complies as to form and substance with the requirements of Ohio Revised Code Section 349.03 and further requests that the members of the City Council fix the time and place of a hearing on this Petition for the establishment of the Authority. Pursuant to Ohio Revised Code Section 349.03(A), and because the Petition has been executed by the sole “proximate community” within the meaning of that section, such hearing must be held not less than thirty (30) nor more than forty-five (45) days after the filing of this Petition with the Clerk of the City Council.

[Signature Page Follows on Next Page]

This Petition is filed with the Clerk of the City Council of the City of Cleveland, Ohio on this 30th day of September, 2024.

Respectfully submitted,

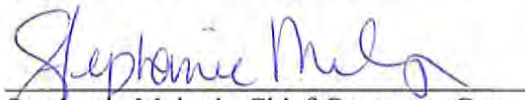
CITY OF CLEVELAND, OHIO

By: 

Name: Justin Bibb

Title: Mayor

Approved as to Form and Correctness:



Stephanie Melnyk, Chief Corporate Counsel, City of Cleveland

[Signature Page of Petition]

EXHIBIT A

PARCELS AND MAP OF DISTRICT

The District appears as the parcels in the City of Cleveland outlined in the map below in blue, identified by the Cuyahoga County Fiscal Officer as parcel numbers for tax year 2024, including as the parcels may be split or combined from time to time:

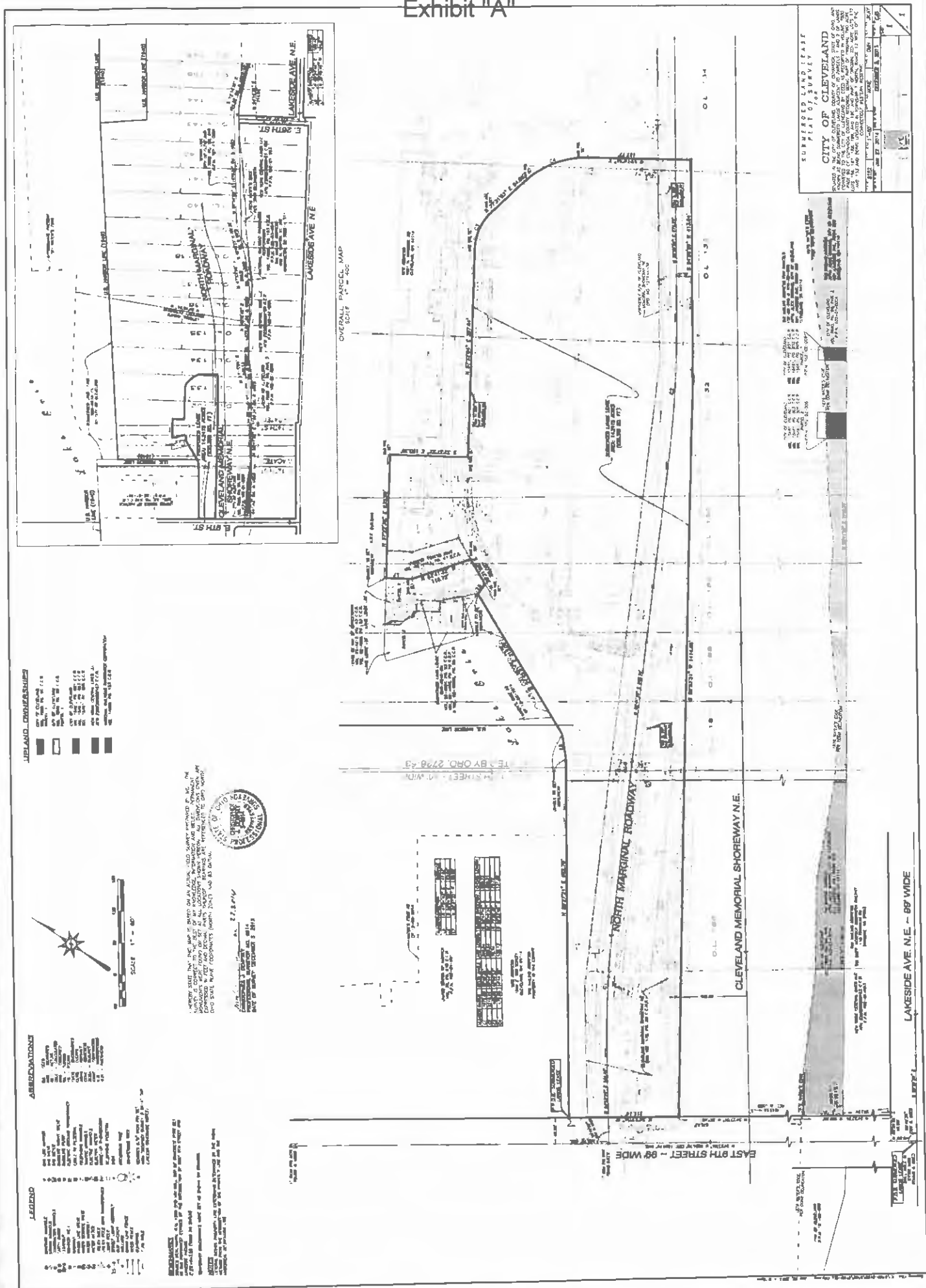


EXHIBIT B

DESCRIPTION OF REAL PROPERTY COMPRISING DISTRICT

The District shall include the following real property and lands in the City of Cleveland identified by the Cuyahoga County Fiscal Officer for tax year 2024, including as the real property and lands may be split or combined from time to time:

- 101-02-013
- 101-02-012
- 101-03-015
- 101-03-012
- 101-03-033
- 101-03-034
- 101-03-025
- 101-03-008
- For purposes of Ohio Revised Code Sections 349.01(C) and 349.03(A)(3), the real property and related appurtenances located at parcel number 102-01-002B comprised of the ground (whether natural or artificial), foundations and sub-surface improvements, surface area, surface improvements, littoral rights associated with such land, and any other rights of the City to possess such land or exclude uses within such land, shall be land included within the territory of the District.
- The portions of parcel number 102-02-012 included in Lake Erie Submerged Land Lease File Number SUB-0070-CU and described in the following plat and legal description:





**SUBMERGED LAND LEASE
14.2415 ACRES**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being submerged lands adjacent to parcels 1 and 2 of lands conveyed to the City of Cleveland by deed as recorded in Volume 7880, Page 90 of Cuyahoga County Records, and part of lands as dedicated for street purposes, known as Cleveland Memorial Shoreway NE, by the dedication plat recorded in Volume 178, Pg. 28 of Cuyahoga County Map Records, being part of Original Two Acre Lots 186, 187, 188, 189, and 190, and part of Original Ten Acre Lots 132, 133, and 134 and located in Township 7 North, Range 12 West of the Connecticut Western Reserve and being more particularly described as follows:

Beginning at stone monument with drill hole found at the intersection of the centerline of Lakeside Avenue N.E. (99 feet wide) with the centerline of East 9th Street (99 feet wide); Thence along the centerline of East 9th Street North 34 degrees 23 minutes 04 seconds West, a distance of 49.50 feet to a point; Thence North 55 degrees 26 minutes 26 seconds East, a distance of 49.50 feet to the intersection of the northwesterly line of Lakeside Avenue, N.E. and the northeasterly line of East 9th Street; Thence along the northeasterly line of East 9th Street North 34 degrees 23 minutes 04 seconds West, a distance of 583.94 feet to the southwesterly corner of said parcel 1 of lands conveyed to the City of Cleveland; Thence continuing along the northeasterly line of East 9th Street North 34 degrees 23 minutes 04 seconds West, a distance of 78.94 feet to the historic water's edge of Lake Erie as it existed in 1876, per Ohio Department of Natural Resources delineation; Thence continuing along the northeasterly line of East 9th Street North 34 degrees 23 minutes 04 seconds West, a distance of 578.63 feet to a 5/8 inch iron pin set at the southwesterly corner of lands conveyed to the United States of America by deed recorded in Volume 33, Page 510 of Cuyahoga County Records and the PRINCIPAL PLACE OF BEGINNING of the lease premises described herein:

Course 1) Thence along the southerly line of said lands conveyed to the United States of America, North 55 degrees 27 minutes 21 seconds East, a distance of 682.78 feet to a point at which a monument cannot be set;

Course 2) Thence North 47 degrees 01 minutes 43 seconds East, a distance of 47.92 feet to a point at which a monument cannot be set;

Course 3) Thence North 24 degrees 45 minutes 51 seconds East, a distance of 312.06 feet to the southerly line of Parcel 2 of existing submerged lands lease SUB-0546-CU as recorded in Volume 92-4034, Pg. 53 of Cuyahoga County Records at which point a monument cannot be set;

Course 4) Thence along the southerly line of said Parcel 2 and continuing along the southerly line of Parcel 1 of said lease, South 88 degrees 04 minutes 50 seconds East, a distance of 23.03 feet to a Mag Nail set at an angle point therein;

Course 5) Thence along an easterly line of said Parcel 1, North 25 degrees 31 minutes 08 seconds East, a distance of 55.00 feet to a Mag Nail set at an angle point therein;

Course 6) Thence along a northeasterly line of said Parcel 1, North 52 degrees 41 minutes 32 seconds West, a distance of 118.72 feet to a Mag Nail set at an angle point therein;

Course 7) Thence along a northeasterly line of said Parcel 1, North 32 degrees 37 minutes 22 seconds West, a distance of 50.00 feet to a point on the southerly face of an existing building at the northeasterly corner of said Parcel 1;

Course 8) Thence along the southerly face of said building and continuing along the easterly extension thereof, North 57 degrees 22 minutes 38 seconds East, a distance of 235.25 feet to a Mag Nail set;

Course 9) Thence South 32 degrees 37 minutes 22 seconds East, a distance of 150.30 feet to a Mag Nail set;

Course 10) Thence North 57 degrees 22 minutes 04 seconds East, a distance of 397.94 feet to a Mag Nail set at a point of curvature;

Course 11) Thence along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 45 degrees 06 minutes 53 seconds, the chord of which bears North 79 degrees 55 minutes 30 seconds East 76.72 feet, an arc distance of 78.74 feet to a Mag Nail set at a point of tangency;

Course 12) Thence South 77 degrees 31 minutes 03 seconds East, a distance of 84.58 feet to a Mag Nail set at a point of curvature;

Course 13) Thence along the arc of a curve to the right, having a radius of 175.00 feet, a central angle of 44 degrees 14 minutes 30 seconds, the chord of which bears South 55 degrees 23 minutes 48 seconds East 131.80 feet, an arc distance of 135.13 feet to a Mag Nail set at a point of tangency;

Course 14) Thence South 33 degrees 16 minutes 34 seconds East, a distance of 197.77 feet to a Mag Nail set;

Course 15) Thence South 54 degrees 56 minutes 59 seconds West, a distance of 413.64 feet to a Mag Nail set;

Course 16) Thence South 56 degrees 53 minutes 51 seconds West, a distance of 1414.65 feet to a 5/8 inch iron pin set on the northeasterly line of East 9th Street;

Course 17) Thence along the northeasterly line of East 9th Street, North 34 degrees 23 minutes 04 seconds West, a distance of 211.14 feet to the principal place of beginning and containing 14.2415 acres or 620,358 square feet of land according to an actual field survey by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on December 18, 2013.

Basis of Bearings: Bearings are referenced to Grid North, Ohio State Plane Coordinates (North Zone), NAD 83 datum, and are based on the centerline of East 9th Street, referenced as North 34 degrees 23 minutes 04 seconds West.

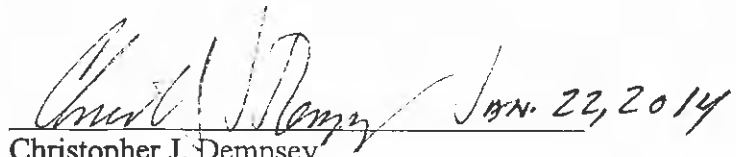

Christopher J. Dempsey
Ohio Professional Surveyor No. 6914



EXHIBIT C
ZONING FOR DISTRICT



CITY PLANNING

JOYCE PAN HUANG
Director

9/24/2024

RE: NCA Parcels

Various Parcels (see below)

NCA Parcels				
Parcels	Address	Zoning	Overlay	Design Review
101-02-013	0 ERIESIDE AVE	GI-4	n/a	Lakefront
101-02-012	101 ERIESIDE AVE	GI-4	n/a	Lakefront
101-03-012	0 E 9 ST	GI-4	n/a	Lakefront
102-02-012	101 ERIESIDE AVE	GI-4	n/a	Lakefront
101-03-008	1100 E 9 ST	GI-4	TOD	DT F
101-03-015	600 FRONT AVE	GI-B4	TOD	DT F
101-03-034	1000 E 9 ST	GR-4	n/a	Lakefront
101-03-025	900 E 9 ST	GR-4	n/a	Lakefront
101-03-023	0 E 9 ST	GR-4/GI-4	TOD	Lakefront
101-03-011	0 E 9 ST	GR-4/GI-4	TOD	Lakefront
101-03-033	0 ERIESIDE AVE	GR-4/GI-4	n/a	Lakefront
102-01-002B	n/a			

Please be advised that the City Planning Commission staff has reviewed the City of Cleveland's Zoning Map with respect to **the parcel numbers listed above** in the City of Cleveland and I can now verify the following information:

The subject properties (PPN 10102013, 10102012, 10103012, and 10202012) are zoned:

Zoning District: General Industry-GI
Area District: None - Does Not Apply
Height District: 4-175' Height Limit
Design Review District: Lakefront

And;

The subject property (PPN 10103008) is zoned:

Zoning District: General Industry-GI
Area District: None - Does Not Apply
Height District: 4-175' Height Limit
Overlay District: Transit Oriented Development Zone (TOD)
Design Review District: Downtown | Flats
Local Landmarks District: Mall

And;

The subject property (PPN 10103015) is zoned:

Zoning District: General Industry-GI
Area District: B-Max Gross Floor Area-1/2 Lot Area
Height District: 4-175' Height Limit





Overlay District: Transit Oriented Development Zone (TOD)
Design Review District: Downtown | Flats

And;

The subject properties (PPN 10103034 and 10103025) are zoned:

Zoning District: General Retail-GR
Area District: None - Does Not Apply
Height District: 4-175' Height Limit
Design Review District: Lakefront

And;

The subject properties (PPN 10103023 and 10103011) are split-zoned:

Zoning District: General Retail-GR
Area District: None - Does Not Apply
Height District: 4-175' Height Limit

And;

Zoning District: General Industry-GI
Area District: None - Does Not Apply
Height District: 4-175' Height Limit

Overlay District: Transit Oriented Development Zone (TOD)
Design Review District: Lakefront

And;

The subject property (PPN 10103033) is split-zoned:

Zoning District: General Retail-GR
Area District: None - Does Not Apply
Height District: 4-175' Height Limit

And;

Zoning District: General Industry-GI
Area District: None - Does Not Apply
Height District: 4-175' Height Limit

Design Review District: Lakefront

Parcels 10103023, 10103011, and 10103033 are split-zoned, meaning the parcels are located in two different zoning districts. One section of each parcel is located in a General Retail Business District while the other section is located in General Industry. When this occurs, the most restrictive zoning prevails, so these parcels shall be considered General Retail-4.





All properties are in the **Central Business District**, and as such, there are no yard area and setback requirements nor minimum parking space requirements for these properties.

General Retail Business Districts permit retail stores, department stores, funeral parlors, new and used car lots, gas stations, office buildings, hotels and motels, banks, gamerooms and similar uses. For a full description of the General Retail District, read Section 343.11 of the Cleveland Zoning Code.

General Industry Use Districts permit all uses permitted in a Semi-Industry District, plus open yard storage of secondhand lumber or other used building material, junk, paper, rags, also the operation of wrecking or dismantling of motor vehicles, or the storage of motor vehicles all with specific restrictions. There is also a list of uses permitted as Accessory Uses asphalt or tar, carbon, coke, coal gas, creosote, oil cloth or linoleum, rubber, etc., manufacturing. For a full description of the General Industry Use District, read Section 345.04 of the Cleveland Zoning Code.

Transit Oriented Development Zones are areas within 1/4 mile radius of a High Frequency Transit Station and that is depicted in the TDM Program Standards. Per § 301.04 of the Cleveland Zoning Code, projects within a TOD Zone are exempt from all requirements for a minimum number of off-street accessory parking spaces as required in Chapter 349 of Cleveland Codified Ordinances.

In cases of fire or other destruction, a building can be rebuilt on the property, but it must comply with all of the current zoning regulations (see below). With the exception of minimum lot width and minimum lot area requirements.

Chapter 359.03 (b): A building used for a nonconforming use more than fifty percent (50%) destroyed or removed by whatever cause, including acts of God but not including acts of malicious mischief or vandalism, shall not be restored or replaced except in conformity with the regulations for the district in which it is located.

For Any Variances, Special Permits or Conditions contact the Board of Zoning Appeals – 216.664.2581. For Code Violations, Certificates of Occupancy, Code Compliance and site plans contact the Cleveland Building & Housing Department at 216.664.2910 or buildingandhousing@clevelandohio.gov.

Sincerely,

Kayla Flake

Senior Assistant City Planner – Zoning & Technology Division

kflake@clevelandohio.gov | P: 216.664.2212

City of Cleveland Planning Commission | 601 Lakeside Ave Rm 501, Cleveland, OH 44114



EXHIBIT D

PROPOSED COMMUNITY FACILITIES

The proposed Community Facilities, as defined in Ohio Revised Code Section 349.01(I), may include the following improvements and costs:

- Roadway construction and improvements necessary to support the District, including portions of the construction for a downgrade of State Route OH-2 into a City boulevard (including associated bike paths and pedestrian paths);
- Pedestrian underpasses and overpasses, including the construction of a land bridge connecting downtown Cleveland to the District;
- Park and recreational improvement costs, including costs to construct +/- 15 acres waterfront recreational space that is free and open to the public (see Exhibit entitled “Water Front Lakefront Master Plan” for images of public space);
- Construction of sanitary sewer, storm sewer, and water improvements;
- Water, storm water, and sewer improvement costs;
- Biking and hiking trails and sidewalks designed to make the entire City easily accessible by foot or bike;
- Excavation and grading;
- Landscaping of public or community property;
- Streetscaping of public or community streets;
- Street lighting;
- Common area gathering park benches;
- Design amenities and public art installations;
- Public, community, village, neighborhood, or town buildings, centers and plazas, auditoriums, amphitheaters, stadiums, arenas, sports facilities, child care centers;
- Municipal facilities;
- Educational facilities;
- Cultural facilities;
- Recreation halls;
- Recreational facilities, natural resource facilities, including parks and other open space land, lakes and streams;
- Health care facilities;
- Parking-related assets and off-street parking facilities, including structured parking facilities;
- Telecommunications facilities;
- Energy facilities including those for renewable or sustainable energy sources, and steam, gas, or electric lines or installation;
- Land acquisition within the meaning of Ohio Revised Code Section 349.01(G);
- Land development within the meaning of Ohio Revised Code Section 349.01(H);
- Expenses for the continued operation of NCWDC or other applicable public or private entities in connection with the management of implementing the North Coast Lakefront Master Plan;

- Other costs of the new community development program within the meaning of Ohio Revised Code Section 349.01(J), , as the same may be amended, from time to time, including inspection costs, testing, water, storm water, and waste water connection fees, contractor fees, general contractor fees, legal fees, property taxes, appraisals and market studies, civil engineering and staking fees, development fee, environmental engineering, geotechnical engineering, and permitting; and costs of issuance of, debt service reserve funding of, and capitalized interest relating to any bonds, notes or other obligations issued pursuant to Ohio Revised Code Section 349.08, and any necessary contingency amounts; and
- Costs of permanent improvements within the meaning of Ohio Revised Code Section 133.15(B) related to the Community Facilities.

EXHIBIT E
PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS

A. Area Development Pattern and Demand

The primary use of land in and near the District includes commercial and retail uses, and are some of the region's strongest attractions. The City and NCWDC anticipate significant demand for waterfront hotel, housing, and commercial use that will continue to rise. The City and NCWDC anticipate that the North Coast Lakefront Master Plan will be complete in ten (10) years. The Development Program for the District, as it is expanded from time to time, will continue to evolve in perpetuity.

Aligning with the goals for the role of development at the lakefront, the potential Development Program demonstrates a mix of uses that are active throughout the year, week, and day, including evenings. The recent 2023 Downtown Housing Study underlines assumptions for residential and employment growth over the next ten years which informed the Development Program at the lakefront, along with key market insights and an understanding of the current and future development pipeline. The proposed Development Program considers these projections but assumes that development at the lakefront will continue over multiple decades as market conditions evolve. New uses include a boutique hotel, several multifamily developments, a food hall, and additional food and commercial uses designed to activate the space. Specific users and development partners are to be determined and will depend on timing of development and market conditions. However, any future development partners will be vetted for capacity and experience.

For additional market analysis:

- Please see downtown Cleveland housing study included here:
<https://static1.squarespace.com/static/645ba4265ac81f7c3a42f05d/t/6491ab0e8821d157e67c6f24/1687268112978/Downtown%2BCLE%2BMarket%2BStudy%2B2023.pdf>
- Additionally, the article here compares hotel occupancy in Cleveland to other markets in Ohio:
<https://www.cleveland.com/travel/2024/01/hotel-occupancy-is-up-and-so-are-overnight-rates-in-downtown-cleveland-and-across-the-region.html>

B. Location and Proposed District Size

The District is located entirely within the City of Cleveland (the “City”) and Cuyahoga County, Ohio, as shown on the map attached as Exhibit A. The Initial Property within the District is approximately 69 acres in size.

C. Present and Future Socio-Economic Conditions

Potential Economic Development Initiatives - Feasible Alternative Scenarios North Coast Connector Study Area - Downtown Cleveland, OH							
Program Elements	"No Build" Existing	Existing	Alternative 1 Potential	Total	Existing	Alternative 2 Potential	Total
A. Retail	70,822 SF	70,822 SF	200,000 SF	270,822 SF	70,822 SF	200,000 SF	270,822 SF
B. Office	2,219,416 SF	2,219,416 SF	300,000 SF	2,519,416 SF	2,219,416 SF	600,000 SF	2,819,416 SF
C. Multi-Family Housing	348 Units	348 Units	300 Units	648 Units	348 Units	1,000 Units	1,348 Units
D. Hotel	979 Keys	979 Keys	100 Keys	1,079 Keys	979 Keys	100 Keys	1,079 Keys
E. Parking	10,629 Spaces	10,629 Spaces	270 Spaces	10,899 Spaces	10,629 Spaces	270 Spaces	10,899 Spaces

Source: CoStar, Osborn Engineering, Johnson Consulting

D. Public Services Provision

The City will provide the District with fire and EMS, police, refuse, water, sanitary sewer and storm sewer services. The Authority is not expected to directly provide any public services or utilities. The District is served by the Cleveland Metropolitan City School District. Gas and communications services are available from various providers.

E. Financial Plan

The City and NCWDC intend to utilize debt, equity, and revenue from Community Development Charges to pay, reimburse, or finance the costs of acquisition, construction, maintenance, and operation of certain of the Community Facilities, the costs of the provision of community activities and District services, the costs of land acquisition, and the costs of land development. The City expects that revenues from the operations of the District will be sufficient to repay any debt borrowed to fund its developments and provide an adequate return to attract equity investment for its development.

F. Developer's Management Capability

The City, the NCWDC, the Authority, an Ohio port authority, or a private developer may construct, manage, operate, and finance District improvements. The management capability of the City as Developer is described on Exhibit G hereto, and the management capability of NCWDC is described on Exhibit H hereto.

Existing Lakefront



Community Engagement



296

Spring 2023 **Community Visioning Workshop** attendees

122

Focus Group participants led by Compass Consulting



116

July 2023 **'Community Conversation with Mayor Bibb'** attendees at GLSC

17000+

Comment Cards submitted at 100+ community event; 175+ students & salon participants



40000+

Survey responses since May 2023

1000+

Third Space **'Intergenerational Lunch + Salon** participants and CMSD student participants in **Discussion Groups**

North Coast Lakefront



City of Cleveland
Green Roof

Multi Modal
Transportation Hub

Connection to
Rock Hall and
GLSC

Mall C

Shoreway Blvd

Rock Hall

GLSC

Parking Garage

Nature Play

Mather Museum

Voinovich Park

Sport Courts

Sun Deck

Cookout Grove

Retail / Cafe

Water Play

The Porches

Lake Ledges

Beach

Beach &
Kayak Access

Wetlands

Boathouse

Fishing Pier

Sloped Lawn

Garden Walk

Cruise Terminal

The Village

Food Hall / Market

Urban Promenade

Community Plaza

Boutique Hotel

Amphitheater

Cleveland Browns Future
Stadium Renovation

Commercial Development

Port of Cleveland

Landbridge

Cuyahoga County
Green Roof

W 3rd Ave

Erieside Ave

Lake Erie

North Coast Lakefront



20 Year Vision for Future Transit Oriented Development

City of Cleveland Green Roof

Multi Modal Transportation Hub

Landbridge

Connection to Rock Hall and GLSC

Cleveland Browns Future Stadium Renovation

Commercial Development

Burke Lakefront Airport

Bicycle Trail

Shoreway Blvd

Mall C

Rock Hall

GLSC

Nature Play

Sport Courts

Amphitheater

Boutique Hotel

Food Hall / Market

Urban Promenade

The Village

Garden Walk

Voinovich Park

Mather Museum

Retail / Cafe

Water Play

Community Plaza

The Porches

Wetland Walk

Beach

Beach & Kayak Access

Lake Ledges

Wetlands

Boathouse

Cruise Terminal

Port of Cleveland

Erieside Ave

W. 3rd Ave

Lake Erie

Fishing Pier

Sloped Lawn

North Coast Lakefront



LEGEND:

-  SIGNALIZED INTERSECTIONS
- 1 MALL C
 - 2 GREEN ROOF (CUYAHOGA COUNTY)
 - 3 GREEN ROOF (CITY OF CLEVELAND)
 - 4 THE ARC LANDBRIDGE
 - 5 MULTI MODAL TRANSIT HUB
 - 6 FUTURE DEVELOPMENT
 - 7 TRAIL HEAD COMFORT STATION
 - 8 ROCK & ROLL HALL OF FAME
 - 9 GREAT LAKES SCIENCE CENTER
 - 10 CONNECTION TO GLSC & ROCK HALL
 - 11 STADIUM PLAZA
 - 12 ELEVATOR KIOSK
 - 13 ARC OVERLOOK
 - 14 RESTROOMS/CAFE/COMMUNITY SPACE (UNDER LANDBRIDGE)
 - 15 AMPHITHEATER
 - 16 NATURE PLAY
 - 17 SPORT COURTS
 - 18 COOKOUT GROVE
 - 19 SUN DECK
 - 20 SPLASH PAD
 - 21 COMMUNITY PLAZA
 - 22 BOUTIQUE HOTEL
 - 23 'TASTE OF CLEVELAND' FOOD HALL
 - 24 CENTRAL PROMENADE
 - 25 PORCH PLAZA
 - 26 PERCHED BEACH
 - 27 LAKE LEDGES & WETLAND WALK
 - 28 BOATHOUSE
 - 29 FISHING PIER
 - 30 SLOPED LAWN
 - 31 VILLAGE APARTMENTS
 - 32 ERIESIDE APARTMENTS
 - 33 GARDEN WALK
 - 34 HOMELAND SECURITY TERMINAL
 - 35 COMMERCIAL DEVELOPMENT

North Coast Lakefront



EXHIBIT F
FINANCIAL PLAN

The City seeks to create the Authority to promote and coordinate the financing and construction of Community Facilities that are necessary to support the development of the District consistent with the North Coast Lakefront Master Plan. The initial authorized Community Facilities are detailed in Exhibit D. The Authority may pay costs of Community Facilities directly or may consider financing the Community Facilities through the issuance whether directly or on a conduit basis, of bonds secured by the Community Development Charge. This includes both potential charges to current users upon their request and charges to future users within the District.

Determination of Community Development Charges

The Authority will impose one or more Community Development Charges on portions of the Initial Property or on Additional Properties with the consent of the owner/operator of such property (together, the “District Properties”) determined as generally described in this Exhibit E, and specifically upon the filing for record of one or more declarations of covenants and restrictions on real property within the District, as the same may be amended, modified, or supplemented from time to time (each, a “Declaration”).

The Authority may determine to enter into one or more development agreements, servicing agreements, collection agreements, management agreements or other agreements with the owner of real property, the owner of a business operation, or their designated agents in order to cause the collection of the Community Development Charges. The agreement or consent of owners of real property to one or more categories of Community Development Charge may be evidenced by a written agreement, a written consent provided in a Declaration, or by any other reasonable means of evidencing such consent.

The Community Development Charges applicable to District Properties are anticipated to include the following categories of charges:

- (1) For District Properties that include commercial, retail, entertainment, sports, food and beverage, or maritime purposes:
 - a. a charge consisting of an amount equal to a fixed fee per admission or ticket; as agreed upon or consented to by the owner of such real property and the Board
 - b. a charge consisting of an amount equal to a fixed fee per boat slip or boat docking; as agreed upon or consented to by the owner of such real property and the Board and
 - c. a charge consisting of a certain percentage of the gross receipts from the operations of such retail business in the District, as agreed upon or consented to by the owner of such real property and the Board; provided, that in no event shall a charge based

on a percentage of the gross receipts of a retail business exceed 5.0% without further action of City Council;

(collectively, the “Retail Charge”), which Retail Charge shall be further determined upon the filing for record of the applicable Declaration; and

(2) For District Properties that include commercial hotel purposes:

- a. a charge consisting of an amount equal to a certain percentage of the gross receipts from transactions by which lodging is, or is to be, furnished by a hotel within the District, as agreed upon or consented to by the owner of such real property and the Board; provided, that in no event shall a charge on lodging transactions exceed 10.0% without further action of City Council; and
- b. a charge based on the assessed value of such real property in an amount not to exceed ten (10) mills, as agreed upon or consented to by the owner of such real property and the Board;

(collectively, the “Hotel Charge”), which Hotel Charge shall be further determined upon the filing for record of the applicable Declaration.

(3) For District Properties that include parking purposes, a charge consisting of an amount equal to a fixed fee per parking use or a certain percentage of the gross receipts from the operations of any parking in the District, as agreed upon or consented to by the owner of such real property and the Board (collectively, the “Parking Charge”), which Parking Charge shall be further determined upon the filing for record of the applicable Declaration.

(4) For District Properties that include multi-family housing purposes, a charge based on the assessed value of such real property in an amount not to exceed ten (10) mills, as agreed upon or consented to by the owner of such real property and the Board (collectively, the “Multi-Family Charge”), which Multi-Family Charge shall be further determined upon the filing for record of the applicable Declaration.

(5) For District Properties where any event, special event, or program takes place and the Board and the event operator or their designated agent have entered into an agreement for the collection of one or more charges (collectively, the “Event Charges”):

- a. if the event activity is located on property that is not already subject to a Parking Charge, a charge equal to a fixed fee of up to \$5.00 per parking use, which dollar amount may be increased by the Board for inflation;
- b. if the event activity is located on property that is not already subject to a Retail Charge for admissions or ticket sales, a charge equal to a fixed fee of up to \$2.00 per admission or ticket, which dollar amount may be increased by the Board for inflation; and
- c. if the event activity is located on property that is not already subject to a Retail Charge for commercial, retail or food and beverage uses, a charge consisting of an amount

equal to a certain percentage not to exceed five percent (5.0%) of the gross receipts from the operations of any such retail activity.

(6) For District Properties subject to a tax abatement agreement or tax abatement authorization granted by the City, Community Development Charges consisting of (i) an amount not exceeding the total effective millage of real property taxes attributable to the increase in assessed valuation of real property that would have been payable upon such property but for any applicable abatement, as agreed upon or consented to by the owner of such real property and the Board, and (ii) the amounts, as applicable to such property, for any Retail Charge (defined above), any Hotel Charge (defined above), any Parking Charge (defined above), any Multi-Family Charge (defined above), and any Event Charge (defined above), all to be further determined upon the filing for record of the applicable Declaration.

(7) Such other Community Development Charges as may be requested by the City or a property owner, to be further determined upon approval of the City and such property owner and implemented by filing for record a Declaration applicable to the affected property.

For any District Properties where a Retail Charge, Hotel Charge, Parking Charge, Multi-Family Charge or Event Charge is imposed by agreement of the owner of such real property and the Board on a business operation that is not also owned by the same owner of such real property, the Authority may determine to enter into one or more development agreements, servicing agreements, collection agreements, management agreements or other agreements with the owners of business operations or their designated agents in order to cause the collection of the Community Development Charges.

Community Development Charges with respect to each of the following operating business uses or public parking operations located on parcels within the Initial Property may not be levied by the Authority without (i) a written development agreement between each user and the Authority, or (ii) the written consent of each user:

City of Cleveland – Stadium Parking Lot – Parcel 101-02-013; 101-02-012; 101-03-015

City of Cleveland – E 9th Street Harbor Parking – Parcel 101-03-034

City of Cleveland – Burke Airport Parking Lots – Parcel 102-02-012

City of Cleveland – Municipal Parking Lots – Parcel 102-01-002B

City of Cleveland – Willard Parking Garage – Parcel 101-03-008

Allocation of Community Development Charges

The Community Development Charges with respect to the Initial Property shall be allocated and applied as follows:

- (1) FIRST, to payment of Authority administrative costs, including costs of the City, NCWDC or other manager of the Authority in support of the Authority that are invoiced to the Authority; provided, that the costs of the City certified to the

Authority for collection shall not exceed ten thousand dollars (\$10,000) per year without approval of the Authority Board;

- (2) SECOND, to the Authority, to pay costs of Community Facilities, including but not limited to acquisition, construction, maintenance, and operation thereof, and any services or purposes authorized by the Board; and
- (3) THIRD to the Authority for such purposes as may be determined by the Board.

In addition, District Properties may be subject to additional or increased Community Development Charges upon request of the affected property owner and approval of the City. The priority of use of Community Development Charges for any Additional Properties shall be determined by the Board with the consent of the affected property owner and approval of the City.

Timing and Collection of the Community Development Charges

The Community Development Charges will be imposed on the District Properties upon approval by the Board.

The Authority will determine the most efficient method of collection for each type of Community Development Charges authorized to be levied. For the avoidance of doubt, the Authority may collect any Community Development Charges that have been lawfully authorized by the Authority notwithstanding that a Declaration has not been recorded with respect to one or more District Properties.

As permitted by the Chapter, the Authority may determine to directly collect any Community Development Charges. As permitted by Ohio Revised Code Section 349.06(Q) and (S), the Authority may determine to enter into one or more collection agreements for the collection of the Community Development Charges by the City or a third-party entity. As permitted by Ohio Revised Code Section 349.07, the Authority may determine to certify the Community Development Charges to the Cuyahoga County Fiscal Officer, who will enter the Community Development Charges on the tax list and duplicate of real property and certify the Community Development Charges to the Cuyahoga County Treasurer for collection with the tax bills.

Illustrative Example of Community Development Charges

The below chart is for illustration purposes only and actual Community Development Charges for District Properties shall be subject to official certification by the Authority:

Activity	Maximum Charge
Parking	Up to \$5 per vehicle
Admission	Up to \$2 charge on admission
Retail	Up to 5.0% on gross receipts
Hotel/Lodging	Up to 10.0% on gross receipts
Real Property	Up to 10 mills on assessed value

EXHIBIT G
THE CITY'S MANAGEMENT CAPABILITY

The City's 2023 audit follows.



CITY OF CLEVELAND
CUYAHOGA COUNTY
DECEMBER 31, 2023

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CITY OF CLEVELAND
CUYAHOGA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

FEDERAL GRANTOR	Federal Assistance Listing Number	Pass Through Entity Identifying Number	Provided Through to Subrecipients	Total Federal Expenditures
Pass Through Grantor				
Program / Cluster Title				
DEPARTMENT OF AGRICULTURE				
<i>Passed through the Ohio Department of Education:</i>				
<i>Child Nutrition Cluster:</i>				
Summer Food Service Program for Children (SFSPC)	10.559	N/A	-	22,372
Total Child Nutrition Cluster			-	22,372
Total Department of Agriculture			-	22,372
DEPARTMENT OF HEALTH AND HUMAN SERVICES				
<i>Direct Programs:</i>				
Healthy Start Initiative:				
Healthy Start Initiative - 22	93.926	N/A	377,924	551,542
Healthy Start Initiative - 23	93.926	N/A	227,184	523,751
Total Healthy Start Initiative			605,108	1,075,293
Substance Abuse and Mental Health Services	93.243	N/A	-	230,554
Immunization Cooperative Agreements:				
COVID-19 Vaccination	93.268	N/A	-	404,025
Total Immunization Cooperative Grants			-	404,025
<i>Pass through Cuyahoga County District Board of Health</i>				
Public Health Emergency Preparedness:				
Public Health Emergency Preparedness - 2022-2023	93.069	18-100-12-PH-1423	-	90,273
Public Health Emergency Preparedness - 2023-2024	93.069	18-100-12-PH-1524	-	12,914
Total Public Health Emergency Preparedness			-	103,187
<i>Passed through the Ohio Department of Public Health:</i>				
Public Health Preparedness:				
City Readiness Initiative - 2023	93.069	18-200-12-PH-1423	-	6,242
City Readiness Initiative - 2024	93.069	18-200-12-PH-1524	-	56,432
Total Public Health Preparedness			-	62,674
Family Planning Services:				
Family Planning Services Title X FY 2023	93.217	18-200-11-RH-0923	48,285	419,815
Family Planning Services Title X FY 2024	93.217	18-200-11-RH-1024	-	227,629
Total Family Planning Services			48,285	647,444
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC):				
COVID-19 Enhanced Operations- 2022-2023	93.323	18-200-12-EO-0222	-	536,022
COVID-19 Enhanced Operations- 2023-2024	93.323	18-200-12-EO-0323	-	25,429
Total Epidemiology and Laboratory Capacity for Infectious Diseases			-	561,451
Public Health Emergency Response: Cooperative Agreement for Emergency Response:				
Public Health Crisis Response:				
Public Health Workforce	93.354	18-200-12-WF-0122	-	361,413
Total Public Health Emergency Response			-	361,413
Maternal and Child Health Services Block Grants to the States:				
Maternal and Child Health Services Title X FY 2023	93.994	18-200-11-RH-0923	5,550	48,255
Maternal and Child Health Services Title X FY 2024	93.994	18-200-11-RH-1024	-	26,469
Total Maternal and Child Health Services			5,550	74,724
<i>Passed through the Western Reserve Area Agency on Aging (WRAAA)</i>				
<i>Aging Cluster:</i>				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers:				
WRAAA ADRN 2022	93.044	N/A	-	7,291
WRAAA ADRN 2023	93.044	N/A	-	242,920
Total Special Programs for Aging			-	250,211
Total Aging Cluster			-	250,211
Medicare Enrollment Assistance Program:				
WRAAA MIPPA 2023	93.071	20-01OHMIAA-00 & 20-01OHMIDR-00	-	9,736
Total Medicare Enrollment Assistance Program			-	9,736

(Continued)

CITY OF CLEVELAND
CUYAHOGA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

FEDERAL GRANTOR	Federal Assistance Listing Number	Pass Through Entity Identifying Number	Provided Through to Subrecipients	Total Federal Expenditures
<i>Pass Through Grantor</i>				
<i>Program / Cluster Title</i>				
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (continued)				
<i>Passed Through Cuyahoga County</i>				
Temporary Assistance to Needy Families (TANF)	93.558	AG1400113	-	23,546
Total Department of Health and Human Services			658,943	3,804,258
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				
<i>Direct Programs:</i>				
<i>CDBG Entitlement Grant Cluster:</i>				
Community Development Block Grants/Entitlements:				
CDBG YR 42	14.218	N/A	27,316	32,558
CDBG YR 43	14.218	N/A	30,470	177,836
CDBG YR 44	14.218	N/A	215,454	552,189
CDBG YR 45	14.218	N/A	590,664	1,060,171
CDBG YR 46	14.218	N/A	276,672	820,219
CDBG YR 47	14.218	N/A	1,243,304	1,438,248
CDBG YR 48	14.218	N/A	6,281,965	11,212,652
CDBG YR 49	14.218	N/A	2,498,658	5,438,945
COVID-19 Cares Act CDBG 2020	14.218	N/A	589,265	589,265
Total CDBG Entitlement Grant Cluster			11,753,768	21,322,083
HOME Investment Partnerships Programs:				
HOME Investment Partnership Program 1992	14.239	N/A	-	1,866
HOME Investment Partnership Program 2015	14.239	N/A	220,581	220,581
HOME Investment Partnership Program 2016	14.239	N/A	348,689	348,689
HOME Investment Partnership Program 2017	14.239	N/A	66,137	66,137
HOME Investment Partnership Program 2018	14.239	N/A	944,543	1,082,833
HOME Investment Partnership Program 2019	14.239	N/A	321,867	321,867
HOME Investment Partnership Program 2020	14.239	N/A	809,466	809,466
HOME Investment Partnership Program 2021	14.239	N/A	2,760,747	2,801,659
HOME Investment Partnership Program 2022	14.239	N/A	744,000	1,209,478
HOME Investment Partnership Program 2023	14.239	N/A	-	210,571
Total HOME Investment Partnership Program			6,216,030	7,073,147
Emergency Solutions Grant Program:				
Emergency Shelter Grants Program 2021	14.231	N/A	380,221	380,221
Emergency Shelter Grants Program 2022	14.231	N/A	1,301,502	1,350,357
COVID-19 CARES Act Emergency Shelter Program 2020	14.231	N/A	5,256,568	5,256,568
Total Emergency Solutions Grant Program			6,938,291	6,987,146
Housing Opportunities for Persons with AIDS:				
Housing Opportunities for Persons with AIDS 2022	14.241	N/A	1,328,724	1,380,645
Housing Opportunities for Persons with AIDS 2023	14.241	N/A	472,358	478,856
Total Housing Opportunities for Persons with AIDS			1,801,082	1,859,501
Community Development Block Grants Section 108 Loan Guarantees				
Fairmount Properties HUD 108 Loan	14.248	N/A	-	4,390,355
Lead- Based Paint Hazard Control in Privately-Owned Housing:				
Lead-Based Paint Hazard Control in Privately-Owned Housing 2020	14.900	N/A	502,554	738,233
Lead-Based Paint Hazard Control in Privately-Owned Housing 2022	14.900	N/A	99,037	902,604
Lead-Based Paint Hazard Control in Privately-Owned Housing 2023	14.900	N/A	-	264,218
Total Emergency Solutions Grant Program			601,591	1,905,055
Total Department of Housing & Urban Development			27,310,762	43,537,287

(Continued)

CITY OF CLEVELAND
CUYAHOGA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

FEDERAL GRANTOR	Federal Assistance Listing Number	Pass Through Entity Identifying Number	Provided Through to Subrecipients	Total Federal Expenditures
<i>Pass Through Grantor</i>				
Program / Cluster Title				
U.S. DEPARTMENT OF JUSTICE				
<i>Direct Programs:</i>				
Community Based Violence Intervention and Prevention Initiative	16.045	N/A	-	8,898
Drug Court Discretionary Grant Program				
Recovery Project IV	16.585	N/A	-	65,311
Grants to Encourage Arrest Policies and Enforcement Protection Orders Program:				
Cleveland Improving Criminal Justice Response Project 2019	16.590	N/A	10,376	10,376
Public Safety Partnership and Community Policing Grants:				
COPS Hiring Program (CHP) 2020	16.710	N/A	-	2,402,646
Byrne Criminal Justice Innovation Program:				
2018-Edward Byrne Crime Justice Innovations	16.817	N/A	115,812	115,812
2021-Edward Byrne Crime Justice Innovations	16.817	N/A	87,130	177,577
Total Edward Byrne Crime Justice Innovations			202,942	293,389
Criminal and Juvenile Justice and Mental Health Collaboration Program:				
2020 Justice and Mental Health Collaboration Program	16.745	N/A	110,420	110,420
National Sexual Assault Kit Initiative:				
FY 2017 Sexual Assault Kit	16.833	N/A	752,219	752,219
Edward Byrne Memorial Justice Assistance Grant Program				
2020- Edward Byrne Memorial JAG-NOLETF	16.738	N/A	25,206	253,720
2020 - Operation Legend - JAG	16.738	N/A	-	252,501
2021 - Edward Byrne Memorial - JAG	16.738	N/A	-	228,401
Total Edward Byrne Memorial Justice Assistance Grant Program			25,206	734,622
<i>Passed through the Ohio Department of Public Safety:</i>				
Edward Byrne Memorial Justice Assistance Grant Program				
2022 - Edward Byrne Memorial JAG - CGNL	16.738	2022-JG-A01-6444	-	27,057
Equitable Sharing Program:				
Equitable Sharing Program - DOJ Asset Forfeiture Program	16.922	N/A	-	14,746
<i>Passed through Cuyahoga County:</i>				
Violence Against Woman Formula Grants:				
FY 21 VAWA Prosecution	16.588	2021-VP-VA2-V041	-	10,543
FY 22 VAWA Prosecution	16.588	2022-VP-VA2-V041	-	105,303
FY 22 VAWA Law Enforcement	16.588	2022-VP-VA2-V042	-	84,731
FY 21 VAWA Sexual Assault	16.588	2021-VP-VA2-V045	46,084	46,084
FY 22 VAWA Sexual Assault	16.588	2022-VP-VA2-V045	18,028	18,028
Total Violence Against Woman Formula Grants			64,112	264,689
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program:				
Cleveland Improving Criminal Justice Response Project 2020	16.590	2020- WE-AX-0017		7,389
TOTAL U.S. DEPARTMENT OF JUSTICE			1,165,275	4,691,762

(Continued)

CITY OF CLEVELAND
CUYAHOGA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

FEDERAL GRANTOR	Federal Assistance Listing Number	Pass Through Entity Identifying Number	Provided Through to Subrecipients	Total Federal Expenditures
<i>Pass Through Grantor</i>				
<i>Program / Cluster Title</i>				
U.S. DEPARTMENT OF LABOR				
<i>PASSED THROUGH CUYAHOGA COUNTY</i>				
Unemployment Insurance:				
Reemployment Services and Eligibility Assessment (RESEA)	17.225	G-2223-15-0050	-	50,519
WIOA Cluster:				
WIOA Adult Program:				
WIOA Adult Admin	17.258	G-2223-15-0050	-	169,397
WIOA Adult Program	17.258	G-2223-15-0050	-	290,432
Total WIOA Adult Program			-	459,829
WIOA Youth Activities:				
WIOA Youth Admin	17.259	G-2223-15-0050	-	131,303
WIOA Youth Program	17.259	G-2223-15-0050	-	225,120
Total WIOA Youth Program			-	356,423
WIOA Dislocated Workers Formula Grants:				
WIOA Dislocated Worker Admin	17.278	G-2223-15-0050		29,637
WIOA Dislocated Worker Program	17.278	G-2223-15-0050		50,814
Total WIOA Dislocated Workers Formula Grants			-	80,451
Total WIOA Cluster			-	896,703
WIOA National Dislocated Worker Grants/WIA National Emergency Grants				
WIOA National Dislocated Worker Grants	17.277	G-2223-15-0050	-	6,570
<i>Employment Service Cluster</i>				
Employment Service/Wagner Peyser Funded Activities	17.207	G-2223-15-0050	-	54,899
Total Employment Service Cluster				54,899
Trade Adjustment Assistance	17.245	G-2223-15-0050	-	38,429
TOTAL U.S. DEPARTMENT OF LABOR			-	1,047,120
U.S. DEPARTMENT OF TRANSPORTATION				
<i>Direct Programs:</i>				
Airport Improvement Programs and COVID Airport Programs:				
COVID-19 Airport Coronavirus Response Grant Program - CLE	20.106	N/A	-	43,446
Total Airport Improvement Programs			-	43,446
TOTAL DEPARTMENT OF TRANSPORTATION			-	43,446

(Continued)

CITY OF CLEVELAND
CUYAHOGA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

FEDERAL GRANTOR	Federal Assistance Listing Number	Pass Through Entity Identifying Number	Provided Through to Subrecipients	Total Federal Expenditures
<i>Pass Through Grantor</i>				
<i>Program / Cluster Title</i>				
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY				
Direct Programs:				
CLEAN in CLE	66.034	N/A	-	90,276
<i>Passed through the Ohio Environmental Protection Agency:</i>				
Air Pollution Control Program Support:				
Air Pollution Control Program Support 2023	66.001	EPAFFG22	-	647,439
Air Pollution Control Program Support 2024	66.001	EPAFFG24	-	35
Total Air Pollution Control Program Support			-	647,474
Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities Relating to the Clean Air Act:				
Air Pollution Control Program Support 2022	66.034	EPAFPM22	-	57,333
Air Pollution Control Program Support 2023	66.034	EPAFPM22	-	104,121
Total Survey, Studies, Research, Investigation Demonstrations and Special Activities			-	161,454
<i>Passed through the Ohio Water Development Authority:</i>				
<i>Capitalization Grants for Drinking Water State Revolving Loans</i>				
10278-LSLR 2022-1	66.468	HZJEJR2ENJK4	-	2,949,855
10277-LSLR 2022-2	66.468	HZJEJR2ENJK4	-	26,622
10272-LSLR 2022-3	66.468	HZJEJR2ENJK4	-	28,557
10284-LSLR 2022-4	66.468	HZJEJR2ENJK4	-	30,523
10281-LSLR 2022-5	66.468	HZJEJR2ENJK4	-	32,833
10518-LSLR 2022-6	66.468	HZJEJR2ENJK4	-	31,104
10170-LSLR 2022-Special Cases	66.468	HZJEJR2ENJK4	-	53,962
10217-LSLR 2022-Supplies	66.468	HZJEJR2ENJK4	-	2,270,739
10280-LSLR 2022-WMR	66.468	HZJEJR2ENJK4	-	15,224
10577-LSLR-2023-10-Supplies-Curb Boxes	66.468	HZJEJR2ENJK4	-	5,609
Total Water Deveopement			-	5,445,028
TOTAL U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY			-	6,344,232
U.S. DEPARTMENT OF HOMELAND SECURITY				
Direct Programs:				
Port Security Grant Program:				
FY 19 Port Security Grant	97.056	N/A	-	90,000
Homeland Security Biowatch Program:				
Bio-Watch Program 2022	97.091	N/A	-	162,274
Bio-Watch Program 2023	97.091	N/A	-	193,868
Bio-Watch Emergency Preparedness- 2022	97.091	N/A	-	17,608
Bio-Watch Emergency Preparedness- 2023	97.091	N/A	-	1,428
Total Homeland Security Biowatch Program			-	375,178
TOTAL U.S DEPARTMENT OF HOMELAND SECURITY			-	465,178
U.S. DEPARTMENT OF TREASURY				
Direct Programs:				
Coronavirus Relief Grant Program:				
COVID-19 2020 Remote Technology Grant Oppurtunity- Housing	21.019	N/A	-	38
Coronavirus State and Local Fiscal Recovery Funds:				
COVID-19 American Rescue Plan Act 2021	21.027	N/A	140,493	148,966,359
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	6,414,666
Total Coronavirus State and Local Fiscal Recovery Funds			140,493	155,381,025
Emergency Rental Assistance Program:				
COVID-19 CARES Act Emergency Rental Program	21.023	N/A	12,779	12,779
COVID-19 CARES Act Emergency Rental Program 2	21.023	N/A	6,000,000	6,000,000
Total Emergency Rental Assistance Program			6,012,779	6,012,779
<i>Passed the through the Ohio Department of Public Safety</i>				
Coronavirus State and Local Fiscal Recovery Funds				
COVID-19 FY22 State ARPA Retention Bonus	21.027	2022-AR-LEP-1031	-	4,210,424
COVID-19 OCJS Pretrial Services	21.027	2022-AR-CCB-1108	-	90,024
COVID-19 Mentoring, Community Engagement Violence Initiative	21.027	2022-AR-CVI-1156	-	122,152
			-	4,422,600
TOTAL U.S. DEPARTMENT OF TREASURY			6,153,272	165,816,442
TOTAL EXPENDITURES OF FEDERAL AWARDS			35,288,252	225,772,097

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**CITY OF CLEVELAND
CUYAHOGA COUNTY**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
2 CFR 200.510(b)(6)
FOR THE YEAR ENDED DECEMBER 31, 2023**

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of the City of Cleveland (the City) under programs of the federal government for the year ended December 31, 2023. The information on this Schedule is prepared in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the cash basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance wherein certain types of expenditures may or may not be allowable.

NOTE C – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE D - SUBRECIPIENTS

The City passes certain federal awards received from the Department of Health and Human Services, Department of the Treasury, Department of Housing and Urban Development, Department of Justice, Ohio Department of Public Health, and Cuyahoga County to other governments or not-for-profit agencies (subrecipients). As Note B describes, the City reports expenditures of Federal awards to subrecipients when paid in cash.

As a pass-through entity, the City has certain compliance responsibilities, such as monitoring its subrecipients to help assure they use these subawards as authorized by laws, regulations, and the provisions of contracts or grant agreements, and that subrecipients achieve the award's performance goals.

NOTE E - CHILD NUTRITION CLUSTER

The City commingles cash receipts from the U.S. Department of Agriculture with similar State grants. When reporting expenditures on this Schedule, the City assumes it expends federal monies first.

**CITY OF CLEVELAND
CUYAHOGA COUNTY**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
2 CFR 200.510(b)(6)
FOR THE YEAR ENDED DECEMBER 31, 2023
(CONTINUED)**

NOTE F – LOAN PROGRAMS WITH CONTINUING COMPLIANCE REQUIREMENTS

The federal loan programs listed below are administered directly by the City, and balances and transactions relating to these programs are included in the City's basic financial statements. Loans outstanding at the beginning of the year and loans made during the year are included in the federal expenditures presented in the Schedule. The balances of loans outstanding at December 31, 2023 consist of:

AL Number	Program/Cluster Name	Outstanding Balance at December 31, 2023
14.248	Community Development Block Grants Section 108 Loan Guarantees	\$4,390,355

NOTE G - MATCHING REQUIREMENTS

Certain Federal programs require the City to contribute non-Federal funds (matching funds) to support the Federally-funded programs. The City has met its matching requirements. The Schedule does not include the expenditure of non-Federal matching funds.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
REQUIRED BY GOVERNMENT AUDITING STANDARDS**

City of Cleveland
Cuyahoga County
601 Lakeside Avenue
Cleveland, Ohio 44114

To the Honorable Justin M. Bibb, Mayor, Members of City Council and the Audit Committee:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cleveland, Cuyahoga County, (the City) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 27, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Keith Faber
Auditor of State
Columbus, Ohio

June 27, 2024



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED
BY THE UNIFORM GUIDANCE**

City of Cleveland
Cuyahoga County
601 Lakeside Avenue
Cleveland, Ohio 44114

To the Honorable Justin M. Bibb, Mayor, Members of City Council and the Audit Committee:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Cleveland's, Cuyahoga County, (the City) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City of Cleveland's major federal programs for the year ended December 31, 2023. The City of Cleveland's major federal programs are identified in the *Summary of Auditor's Results* section of the accompanying schedule of findings.

In our opinion, City of Cleveland complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Efficient • Effective • Transparent

Responsibilities of Management for Compliance

The City's Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of this testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Cleveland, Cuyahoga County, (the City) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our unmodified report thereon dated June 27, 2024. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. The schedule is the responsibility of management and was derived from and relates directly to the underlying accounting and other records management used to prepare the basic financial statements. We subjected this schedule to the auditing procedures we applied to the basic financial statements. We also applied certain additional procedures, including comparing and reconciling this schedule directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Keith Faber
Auditor of State
Columbus, Ohio

June 27, 2024

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**CITY OF CLEVELAND
CUYAHOGA COUNTY**

**SCHEDULE OF FINDINGS
2 CFR § 200.515
DECEMBER 31, 2023**

1. SUMMARY OF AUDITOR'S RESULTS

(d)(1)(i)	Type of Financial Statement Opinion	Unmodified
(d)(1)(ii)	Were there any material weaknesses in internal control reported at the financial statement level (GAGAS)?	No
(d)(1)(ii)	Were there any significant deficiencies in internal control reported at the financial statement level (GAGAS)?	No
(d)(1)(iii)	Was there any reported material noncompliance at the financial statement level (GAGAS)?	No
(d)(1)(iv)	Were there any material weaknesses in internal control reported for major federal programs?	No
(d)(1)(iv)	Were there any significant deficiencies in internal control reported for major federal programs?	No
(d)(1)(v)	Type of Major Programs' Compliance Opinion	Unmodified
(d)(1)(vi)	Are there any reportable findings under 2 CFR § 200.516(a)?	No
(d)(1)(vii)	Major Programs (list):	AL# 66.468 Capitalization Grants for Drinking Water State Revolving Funds AL# 21.027 - COVID-19 American Rescue Plan Act AL# 21.023 - COVID-19 Emergency Rental Assistance Program
(d)(1)(viii)	Dollar Threshold: Type A\B Programs	Type A: > \$ 3,000,000 Type B: all others
(d)(1)(ix)	Low Risk Auditee under 2 CFR § 200.520?	Yes

CITY OF CLEVELAND
CUYAHOGA COUNTY

SCHEDULE OF FINDINGS
2 CFR § 200.515
DECEMBER 31, 2023
(Continued)

**2. FINDINGS RELATED TO THE FINANCIAL STATEMENTS
REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS**

None

3. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None

EXHIBIT H

THE NORTH COAST WATERFRONT DEVELOPMENT CORPORATION'S MANAGEMENT CAPABILITY

The North Coast Waterfront Development Corporation (NCWDC). NCWDC is a not-for-profit entity that will assist the City with the equitable development of the North Coast Lakefront. It is responsible for the planning, financing, land management and coordination, development oversight, community benefits, development coordination, and partnership and oversight of a potential New Community Authority and/or financing and development districts as needed to implement the City's waterfront development project. Its mission is to implement a unified vision for the Lakefront and drive the execution of catalytic projects that will reshape the city.

**NON-PROFIT SERVICES AGREEMENT
(CLEVELAND LAKEFRONT DEVELOPMENT)**

This Non-Profit Services Agreement (CLEVELAND LAKEFRONT DEVELOPMENT) (this "Agreement") is made and entered into as of ~~October 16~~ ^{October 16}, 2023 (the "Effective Date"), by and between the CITY OF CLEVELAND, OHIO, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio and its Charter (the "City"), and the NORTH COAST WATERFRONT DEVELOPMENT CORPORATION, D/B/A NORTH COAST DEVELOPMENT CORPORATION, an Ohio non-profit corporation (the "NCDC" and the City, each a "Party" and together the "Parties"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

WHEREAS, the City and the NCDC acknowledge that Cleveland's lakefront (the "Lakefront") is one of the region's greatest assets;

WHEREAS, the City desires to transform the Lakefront into a world class, activated, identity-centered place that is fun and accessible for people of all ages and abilities;

WHEREAS, the City intends that equitable development and redevelopment of the Lakefront will promote community building and healing of physical, social and racial divisions through culture, arts and entertainment, increase economic opportunity through the attraction of diverse business and employees to the City and the surrounding geographic area, and increase climate resiliency through the creation of additional green space and utilization of green technologies;

WHEREAS, the City and the NCDC intend to commence their redevelopment efforts of the Lakefront on certain property in the City around North Coast Harbor and its approaches as depicted on Exhibit A attached hereto and made a part hereof (collectively, the "Initial Development Area") and such development in the Initial Development Area may include the creation of a land bridge connecting downtown Cleveland to the Lakefront (the "North Coast Connector"), the redirection of the Route 2 Shoreway, construction of public infrastructure including roadways, public transit infrastructure and parking to support the development, development of recreational areas on the Lakefront, the renovation of the Cleveland Browns' football stadium (the "Stadium"), the development of residential, commercial and recreational areas surrounding the Stadium, and other necessary improvements (collectively, the "Initial Lakefront Project");

WHEREAS, NCDC was incorporated as an Ohio non-profit corporation for the express purpose of facilitating equitable development of the Lakefront as a destination for residential, commercial, and recreational uses;

WHEREAS, the City desires to engage the services of the NCDC, to participate in and monitor the development of the Master Plan and North Coast Connector Plan (both as defined below) and facilitate the implementation of the Master Plan and North Coast Connector Plan for the development of the Initial Lakefront Project;

WHEREAS, in furtherance of the development of the Initial Lakefront Project, the City desires to provide monetary contributions towards the costs and expenses related to the Initial

Lakefront Project including the operating expenses of NCDC pursuant to the terms set forth in this Agreement;

WHEREAS, the City may in the future desire for NCDC to assist with the development of additional areas along the Lakefront constituting Additional Development Areas as further defined herein (such additional development, together with the Initial Lakefront Project, is the “Lakefront Project”);

WHEREAS, the City passed Ordinance No. 519-2023 on May 22, 2023, determining that the Lakefront Project will confer substantial benefits, including racial equity, economic opportunity and climate resiliency, along with significant other qualitative benefits, upon the City and its constituents, while encouraging significant development in the surrounding area and community health and welfare programming and services, and authorizing the Director of Economic Development and the Director of Port Control to execute this Agreement and such other documents and agreements to which the City is a party on behalf of the City and to take or cause to be taken all necessary and proper actions to effectuate the intent of this Agreement; and

NOW THEREFORE, in consideration of the agreements and undertakings hereinafter contained, the Parties agree as follows.

1) **Recitals; Attachments.** The recitals set forth above are true and correct; the recitals, schedules, exhibits and appendices to this Agreement are an integral part hereof and are incorporated herein by this reference.

2) **Interpretation and Definitions.**

a) **Interpretation.** Derivative uses of defined terms used herein (including plural and singular forms there) shall have meaning correlative with such defined terms.

i) Appendices, articles, sections, schedules and exhibits referenced in this agreement are internal references within this Agreement unless otherwise specified.

ii) The term “including” is not limiting and means “including without limitation.”

iii) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” each mean “to be excluding”, and the word “through” means “to and including.”

iv) Unless otherwise expressly provided herein, (i) references herein to agreements (including this Agreement), other contractual instruments and organizational documents shall be deemed to include all subsequent amendments and other modifications thereto and replacements thereof, but only to the extent such amendments and other modifications are replacements and are made in accordance with the terms of the respective document and are not prohibited by the terms of this Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing supplementing or interpreting such statute or regulation.

b) **Definitions.** In addition to the words and terms defined elsewhere in this Agreement, the words and terms set forth in this Section 2(b) shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent.

“Additional Development Areas” means any areas constituting submerged land that are not included in the Initial Development Area, together with any additional real property that is not submerged land that is necessary to make the applicable submerged land area developable or any other land that the City would like to be developed, that the City determines to lease to NCDC for additional development.

“Agreement” or “Non-Profit Services Agreement” means this Non-Profit Services Agreement (Cleveland Lakefront Development), as may be amended from time to time.

“Applicable Law” means, collectively any and all laws, constitutions, treaties, statutes, codes, ordinances, charters, resolutions, orders, rules, regulations, guidelines, governmental approvals, authorizations, or other directives or requirements of any Governmental Authority enacted, adopted, promulgated, entered, implemented, ordered or issued and in force or deemed applicable by or under the authority of any Governmental Authority.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the City does not conduct business.

“City” means the City of Cleveland, a municipal corporation and political subdivision organized and existing under the Constitution of the State and its Charter.

“City Representative” has the meaning set forth in Section 5(a) hereof.

“Developer” means any private developer engaging in construction and development activities in connection with the Lakefront Project.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Governmental Authority” shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Lakefront Project.

“Government Authorizations” means all approvals, consents, decisions, authorizations, certificates, confirmations, exemptions, applications, notifications, concessions, acknowledgments, agreements, licenses, permits, and similar items from any Governmental Authority.

“Initial Development Area” has the meaning ascribed to such term in the recitals of this Agreement.

“Initial Lakefront Project” has the meaning ascribed to such term in the recitals of this Agreement, and generally refers to the development of the Initial Development Area.

“Lakefront Project” has the meaning ascribed to such term in the recitals of this Agreement, and includes the Initial Lakefront Project and the development of any Additional Development Areas hereafter identified.

“Master Plan” means, initially, the Cleveland North Coast Lakefront Master Plan requisitioned by the City and to be created by the Master Plan Consultant and as finally approved by the City Planning Commission outlining the development plan, schedule and strategy for the Initial Lakefront Project, as amended or supplemented, or any successor plan.

“Master Plan Consultant” means, initially, James Corner Field Operations, L.L.C., a Pennsylvania Limited Liability Company, and their subconsultants, or any successor consultant.

“NCA” means a New Community Authority established as defined in Ohio Revised Code 349.01(D).

“NCA Charges” means the “community development charges” as defined in Ohio Revised Code 349.01(L).

“NCDC” means the North Coast Waterfront Development Corporation, d/b/a North Coast Development Corporation, a non-profit corporation incorporated under Chapter 1702 of the Ohio Revised Code.

“NCDC Representative” has the meaning set forth in Section 5(b) hereof.

“North Coast Connector Plan” means, initially, the Cleveland North Coast Connector Feasibility Study requisitioned by the City and to be created by the North Coast Connector Consultant and as finally approved by the City Planning Commission outlining the development plan, schedule and strategy for the North Coast Connector, as amended or supplemented, or any successor plan.

“North Coast Connector Consultant” means, initially, Osborn Engineering, and their subconsultants, or any successor consultant.

“Permits” shall mean any permit, license or approval to be issued by any Governmental Authority necessary to effectuate the Lakefront Project.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

“Plans” means together the Master Plan and the North Coast Connector Plan.

“State” means the State of Ohio.

“WMBE” means women-owned and minority-owned business enterprises.

3) NCDC Representations and Warranties. The NCDC hereby acknowledges, represents and warrants that:

- a) It is a non-profit corporation duly organized and validly existing under the laws of the State of Ohio.

- b) It is governed in accordance with the provisions of the Articles of Incorporation attached hereto as **Exhibit B** and incorporated herein by reference and the Regulations attached hereto as **Exhibit C** and incorporated herein by reference.
- c) It's initial Board of Director's are comprised of the following members, as evidenced by the Regulations and the Action of the Sole Incorporator dated August 25, 2023:
 - i) Mayor of the City (or his or her designee);
 - ii) City Council President (or his or her designee);
 - iii) One director appointed by the Mayor of the City;
 - iv) One director appointed by the City Council President;
 - v) Three directors jointly appointed by the Mayor of the City and the City Council President; and
 - vi) Three directors appointed by the Mayor of the City to represent stakeholder interests in the Initial Development Area and any Additional Development Areas, at least one of which is intended to be nominated by the owners of any major league professional sports franchise that plays its home games within the Initial Development Area.
- d) It has full power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance do not, and will not, violate any provision of law applicable to the NCDC or the NCDC's Articles of Incorporation or Regulations, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the NCDC is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed and delivered by the NCDC and all steps necessary to be taken by the NCDC have been taken to constitute this Agreement a valid and binding obligation of the NCDC.

4) Lakefront Project Objectives. The Parties have identified the following objectives for the Lakefront Project under this Agreement:

- a) **Consultation, Communication and Cooperation.** Throughout the duration of this Agreement, the Parties shall use their respective best efforts to actively consult, communicate and cooperate with each other.
- b) **Master Planning.** The Parties intend to facilitate the implementation of the Plans to align with the Parties' following strategic priorities (the "**Strategic Priorities**"):
 - i) the promotion of community building and healing of physical, social and racial divisions through culture, arts, entertainment and open spaces;

- ii) increasing economic opportunity through the attraction of diverse business and employees to the region;
 - iii) creating safe alternatives for multi-modal transportation to facilitate easy access to the Initial Development Area and any Additional Development Areas (if any);
 - iv) increasing climate resiliency through the creation of additional green space and utilization of green technologies;
 - v) encouraging tourism to the region through the creation of an innovative, fun and accessible waterfront space to explore; and
 - vi) creating diverse housing that includes market rate and affordable options.
- c) **Financing.** The Parties intend to utilize a variety of private and public development tools and funding sources to finance the implementation of the Plans including:
- i) grants from government and non-governmental sources;
 - ii) donations to NCDC from private Persons;
 - iii) debt secured in whole or in-part by tax increment financing (“TIF”) and/or by private payments or other project revenues;
 - iv) NCA Charges;
 - v) loans to support WMBEs and other small businesses located within the City or the surrounding geographic area; and
 - vi) any other financing available to NCDC or Developers.
- d) **Land Ownership and Transfers.** The Parties agree to work cooperatively to effectuate any leases of land necessary to implement the Plans for the Initial Lakefront Project. It is the intent of the Parties that NCDC will lease from the City portions of the land in the Initial Development Area (pursuant to separate leases or subleases between NCDC and the City) and sub-lease parcels to Developers, as necessary to facilitate the development of the Initial Lakefront Project. In addition, it is expected that if and when Additional Development Areas are identified, the NCDC will lease from the City or otherwise acquire those areas (pursuant to separate leases or subleases between NCDC and the City).
- e) **Permits.** The City shall reasonably cooperate with NCDC and Developers to pursue and assist in obtaining necessary Government Authorizations and Permits required for the financing, development and construction of the Lakefront Project

on schedule. The Parties expressly recognize that the Lakefront Project may require State and Federal authorizations and Permits outside of the control of the City.

- f) **Community Benefits and Evaluation.** The Parties intend that NCDC's procurement practices and procedures for contracted services relating to the Lakefront Project and the development of any Future Development Areas shall comply with the City's community benefits legislation, as in effect from time to time, and, as applicable when City funds are being utilized for payment of contracts, Chapters 187 and 188 of the City's Codified Ordinances. The Parties agree to work cooperatively to monitor the benefits of the Lakefront Project to their consistent communities to ensure that the Lakefront Project is delivering on the Strategic Priorities.

5) Representatives.

- a) **City Representative.** Unless and until the City designates another, the City hereby designates the Chief of Staff of the City or his or her designee (the "City Representative"), as the primary Person charged with causing consultation, communication and cooperation on behalf of the City.
- b) **NCDC Representative.** Unless and until the NCDC designates another, the NCDC hereby designates the Chair of the Board of Directors or his or her designee (the "NCDC Representative"), as the primary Person charged with causing consultation, communication and cooperation on behalf of the NCDC; provided, however, that the NCDC shall designate the Executive Director of the NCDC, upon his or her employment with the NCDC, as the primary Person charged with causing consultation, communication and cooperation on behalf of the NCDC.

6) Lakefront Project Schedule. The Parties agree to use their collective best efforts to cause:

- a) the finalization of the Plans on or before January 31, 2024;
- b) the commencement of the environmental review of the Initial Development Area by January 31, 2024;
- c) the acquisition of necessary Submerged Land Leases ("SLL") in the Initial Development Area from the Ohio Department of Natural Resources by December 31, 2024; and
- d) additional development goals outlined in and pursuant to the schedule of the Plans.

7) Duties of NCDC.

- a) **Changes to NCDC Board of Directors.** If NCDC changes the composition of its Board of Directors as outlined in Section 3(c) above, pursuant to its Regulations and any

amendments thereto, then NCDC shall notify the City Representative in writing ten (10) or more days prior to the Board Meeting in which such changes in composition to the Board of Directors shall first be discussed. The NCDC shall include in such notice the proposed change in composition of the NCDC Board of Directors and the date of the Board Meeting in which such change will be discussed. The notice period outlined in this section may be waived by the City Representative in his or her sole discretion. Prior to voting on any change in composition to the NCDC Board of Directors, the NCDC shall receive written consent of such change in composition of the NCDC Board of Directors from the City Representative.

- b) **Staffing.** The Board of Directors of the NCDC shall endeavor to hire the following employees and/or any other staff deemed necessary by the Board of Directors by March 31, 2024; provided that the hiring of the initial President and Executive Director and any subsequent President and Executive Director must be approved in writing by the Mayor:
 - i) President and Executive Director, responsible for the day-to-day management and operations of the NCDC;
 - ii) Vice President of Finance, responsible for the fiscal management and operations of the NCDC; and
 - iii) Vice President of Development, responsible for facilitating development of the Lakefront Project.
- c) **Master Planning.** The NCDC shall be in active consultation with the Master Plan Consultant and the North Coast Connector Consultant (together, the “Consultants”) for the development of the Master Plan and the North Coast Connector Plan and shall assist such Consultants and the City to finalize both the Master Plan and the North Coast Connector Plan by January 31, 2024. NCDC shall work with key stakeholders to implement the Master Plan and the North Coast Connector Plan pursuant to the deadlines established in such Plans. The NCDC shall also participate in any future master planning efforts for any Additional Development Areas and the Initial Development Area if and as requested by the City Representative.
- d) **General Powers.** To facilitate the Lakefront Project pursuant to this Agreement, the NCDC shall make and enter contracts for goods and services, employ agents and employees, acquire, construct, manage, maintain or operate any building, works or improvements, acquire, hold or dispose of property, incur debts, liabilities or obligations, and sue in its own name.
- e) **Budgeting.** The NCDC shall establish and manage an annual budget outlining the projected annual funding provided to the NCDC pursuant to this Agreement and other contracted or reasonably expected revenues, plus any surplus or minus any deficit incurred by NCDC in the preceding year. The NCDC will make the annual budget available for examination by the City upon request.

- f) **Coordination and Convening.** The NCDC shall serve as the coordinator and convenor of all parties and community stakeholders engaging in the Initial Lakefront Project. The NCDC shall establish a schedule of meetings to (1) share information across parties working on the Initial Lakefront Project and (2) provide information to and solicit feedback from community members on the Initial Lakefront Project throughout the Term. The NCDC shall provide similar services in connection with the development of any Additional Development Areas.
- g) **Provision of Public Information.** The NCDC shall (1) hold at least one meeting open to the general public per year, (2) provide for the ability for public comment to be received and considered, (3) make an annual accounting of all public funds received and spent and (4) in its discretion, adopt any other public record or open meetings policy that is in the best interests of the Initial Lakefront Project.
- h) **Securing Property Interests; Leases and Subleases.** The NCDC shall use its best efforts to obtain property interests in the necessary portions of property in the Initial Development Area, including by acting as a sublessee to the City with respect to the SLLs, assisting the City in obtaining additional SLLs where necessary or appropriate, and by securing property interests from the City, and other public or private parties, when possible, necessary or advisable. NCDC shall sublease portions of the Initial Development Area to necessary third parties to accomplish the development and/or financing of the Lakefront Project.

The NCDC shall also cooperate with the City to secure property interests, including assisting the City in acquiring additional SLLs and acquiring leasehold interests from the City, in any Additional Development Areas as necessary to facilitate development of those areas. The NCDC shall sublease or transfer such property interests to third parties as necessary to continue the development and redevelopment of the Lakefront Project.

- i) **Project Diligence & Development.** The NCDC shall perform or cause to be performed all real property diligence and enter development contracts necessary for the Lakefront Project.
 - i) **Environmental Assessment and Review.** The NCDC shall endeavor to hire environmental consultants and coordinate a geotechnical review of the Initial Development Area on or before January 31, 2024.
 - ii) **Contracting for Public Improvements.** After coordination with the City, the NCDC may contract with Developers and other public and private Persons for construction and/or maintenance of certain infrastructure improvements or enhancements necessary for the Lakefront Project.
- j) **Development Financing.** The NCDC shall serve as the primary coordinator to obtain financing for the Lakefront Project by and through the following possible methods:
 - i) Working with the City and Developers to establish special incentive districts, such as a New Community Authority (NCA), TIF districts, or Special Improvement Districts within the Initial Development Area;

- ii) Coordinating public actors to issue debt backed by NCA Charges, TIF Revenues or other project revenues;
 - iii) Coordinating with public and private actors to engage in other public-private partnership agreements relating to the Lakefront Project;
 - iv) Researching and applying for project-specific or programmatic grants from government or non-government sources for projects within the Initial Development Area;
 - v) Providing resources and support to WMBEs applying for loans or grants to support residential, commercial, or small business development within the Initial Development Area; and
 - vi) Supporting and coordinating Developers and other public and private actors in obtaining financing for projects relating to the Lakefront Project.
- k) **Community Benefits and Evaluation.** The NCDC shall coordinate the promotion, tracking and reporting of the community benefits provided by the Lakefront Project.
- i) **Community Benefit Agreements.** The NCDC shall engage in Community Benefit Agreements with Developers and other public and private parties engaging in the Lakefront Project to implement procurement practices and procedures with the goal of maximizing opportunities for qualified WMBE within the City and surrounding geographic area to provide contracted services relating to the development of the Lakefront Project, and shall comply with the requirements of any community benefit legislation adopted by the City, as the same may be amended or replaced from time to time.
 - ii) **Evaluation.** The NCDC will track progress of each of the Strategic Priorities and report on the community impact of each of the Strategic Priorities in the NCDC Quarterly Report and NCDC Annual Report prepared pursuant to Section 8(a) hereof.

8) **NCDC Reporting.**

- a) **Quarterly and Annual Reports.** On the 10th Business Day of each calendar quarter, the NCDC shall provide the City Representative a detailed report in a format agreed upon by the Parties of the progress of the NCDC on its duties outlined in Section 7, the community impact of the Strategic Priorities and the progress of any objectives outlined in the Master Plan ("NCDC Quarterly Report"), except that the report for the first calendar quarter of each calendar year shall serve as the NCDC's annual report and address such matters on a cumulative basis for the preceding calendar year ("NCDC Annual Report"). NCDC shall include in the NCDC Quarterly Report and the NCDC Annual Report expenditures of the NCDC during the prior quarter or year, respectively, and significant statistics relating to the Lakefront Project collected by the NCDC or other parties on an on-going basis.

- b) **Annual Auditor Report.** The Parties acknowledge that the NCDC has adopted the calendar year as its fiscal year. NCDC shall on or before July 1 of each calendar year submit to the City Representative, an auditor's report for the preceding calendar year, which report shall contain financial statements, prepared in accordance with generally accepted accounting principles and audited by independent certified public accountants. Such obligation shall continue through the end of the calendar year in which this Agreement is terminated or rescinded.

9) **NCDC Funding.** The Parties anticipate that NCDC will incur approximately one million dollars (\$1,000,000) annually in expenses for salaries, benefits and other general operational expenses. The City shall contribute the following amounts to NCDC for performance of its duties outlined in this Agreement, which contributions are intended by the Parties to finance the general operating expenses of NCDC for at least the first three years of operation by NCDC:

- a) **City Contribution.** The City shall contribute three million dollars (\$3,000,000) (the "City Contribution") to NCDC either in one lump sum or one million dollars (\$1,000,000) annually for three (3) years following the Effective Date. Thereafter, the City may make additional contributions to NCDC in its sole discretion.
- b) **Additional Contributions.** The NCDC shall use its best efforts to obtain additional monetary and in-kind contributions from public and private Persons in the form of donations or grants provided for the operating expenses of NCDC, or revenues permissible for non-profit organizations under the Ohio Revised Code and the Internal Revenue Code (collectively, "Additional Contributions"), with a goal of funding NCDC operations from non-City sources after utilizing the City Contribution.
- c) **Use of Contributions.** NCDC shall use the City Contribution only for annual operating expenses included in NCDC's budget in accordance with Section 7(d). The City Contribution is not intended to fund costs such as land acquisition or capital costs of the Lakefront Project, provided, however, that initial Lakefront Project diligence costs such as environmental review, title work and other real property diligence matters, and soft costs incurred in connection with the finalization of the Plans and selection of Developer for the Initial Lakefront Project are eligible to be funded from the City Contribution.

10) **Term of Agreement and Termination Provisions.** This Agreement shall be deemed to go into effect on the Effective Date and shall continue in full force and effect until rescinded or terminated, as set forth below.

- a) **Initial Term.** This Agreement shall terminate on the 10th anniversary of the Effective Date ("Initial Term"), unless extended pursuant to Section 10(b).
- b) **Renewal of Initial Term.** If not sooner terminated or rescinded, the City may renew the Initial Term of this Agreement at the end of the Initial Term for successive 10-year terms (each a "Successive Term" and collectively, with the Initial Term, the "Term"). Each

Successive Term may only commence upon written approval by the Mayor and approval of each Successive Term by City Council ordinance.

- c) **Five-Year Evaluation.** Upon the fifth (5th) anniversary of the Effective Date of this Agreement and each successive fifth (5th) anniversary thereafter (each a “Evaluation Commencement Date”), the City shall conduct an evaluation of NCDC’s performance of its duties outlined in Section 7 and the progress of the Parties towards the objectives for the Lakefront Project outlined in Section 4 (the “Five Year Evaluation”). The City may utilize NCDC Quarterly Reports, NCDC Annual Reports and information and statistics from any other source to evaluate the NCDC’s performance and the Parties’ progress. Upon the completion of each Five-Year Evaluation, but not later than the one (1) year after each Evaluation Commencement Date, the City shall provide a written summary of its evaluation to NCDC.
- d) **Rescission of Agreement.** At any time, this Agreement may be rescinded and terminated by unanimous written consent of the Parties.
- e) **Effect of Termination or Recission.** Following termination, recission or expiration, NCDC shall not pursue further development of the Lakefront Project unless pursuant to a separate agreement between NCDC and the City. In the absence of such an Agreement, NCDC shall restrict its activities to completing and managing (solely in its capacity as lessee under leases with the City or as landlord under subleases with Developers) the portions of the Lakefront Project that commenced construction prior to the termination, recission, or expiration of the Term. This provision shall survive the termination or recission of this Agreement or expiration of the Term.

11) **Contracts with City Officers and Employees.** The NCDC warrants and represents that no officer or employee of the City is financially interested, either directly or indirectly in this Agreement. The NCDC shall not, without the prior written consent of the City, knowingly contract, either directly or indirectly, with any officer or employee of the City for the purchase or provision of supplies, materials, services or land, unless such officer or employee is acting on behalf of the City.

12) **Sovereign Rights of the City.** Nothing contained in this Agreement shall be construed to be a waiver of the City’s sovereign immunity (to the extent not otherwise waived) or any individuals qualified good faith or official immunities.

13) **Limitations of Liability.** In no event shall any Party be liable for incidental, special, consequential or punitive damages suffered by a Party. Each Party shall in all events seek to mitigate Damages to the extent required by Applicable Law.

14) **Amendments to Agreement.** This Agreement may be amended or modified only by a written instrument executed by all Parties to this Agreement.

15) **Choice of Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

16) **Severability.** Should any part, term, portion or provision of this Agreement, or the application thereof to any Person or circumstances, be in conflict with any State or local law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other Persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance.

17) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto. No Party shall assign this Agreement without the prior written consent of the other Party hereto.

18) **Notices.** All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate address as set forth below:

- (a) As to the City: City of Cleveland
601 Lakeside Ave., Room 227
Cleveland, Ohio 44114
Attn: Jeff Epstein, Chief of Integrated Development
E-Mail: JEpstein2@clevelandohio.gov
- (b) As to the NCDC: North Coast Development Corporation
334 Euclid Ave
Cleveland, Ohio 44114
Attn: David Gilbert, Chair
E-Mail: dgilbert@clevelandnorthcoast.com

The City or the NCDC, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.


19) **Counterparts; Execution.** This Agreement may be executed in any number counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

20) **Entire Agreement.** This Agreement contains the final and entire agreement between the Parties and supersedes all other agreements, written or oral, heretofore made by the Parties. The Parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the NCDC have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

THE CITY OF CLEVELAND, OHIO

By: 
Tom McNair,
Director of Economic Development

By: _____
Bryant L. Francis,
Director of Port Control

Approved as to form and correctness:

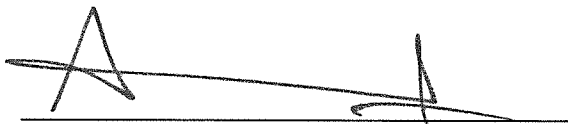
MARK GRIFFIN
DIRECTOR OF LAW

By: 
Richard Bertovich,
Chief Assistant Director of Law

CERTIFICATE

As the Director of Finance of the City of Cleveland, Ohio, I certify that the money required to meet the obligations of the City under this Non-Profit Services Agreement (Cleveland Lakefront Development) for the year 2023 has been lawfully appropriated by the Council of the City for that purpose and is in the treasury of the City or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code and the Charter of the City.

Dated: 
November 16, 2023


Ahmed Abonamah, Director of Finance
City of Cleveland, Ohio

IN WITNESS WHEREOF, the City and the NCDC have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

THE CITY OF CLEVELAND, OHIO

By: _____
Tom McNair,
Director of Economic Development

By: _____
Bryant L. Francis,
Director of Port Control

Approved as to form and correctness:

MARK GRIFFIN
DIRECTOR OF LAW

By: _____
Richard Bertovich,
Chief Assistant Director of Law

CERTIFICATE

As the Director of Finance of the City of Cleveland, Ohio, I certify that the money required to meet the obligations of the City under this Non-Profit Services Agreement (Cleveland Lakefront Development) for the year 2023 has been lawfully appropriated by the Council of the City for that purpose and is in the treasury of the City or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code and the Charter of the City.

Dated: October __, 2023

Ahmed Abonamah, Director of Finance
City of Cleveland, Ohio

IN WITNESS WHEREOF, the NCDC has caused this Agreement to be executed and delivered in its name, by its duly authorized representative, as of the date of this Agreement.

NORTH COAST WATERFRONT
DEVELOPMENT CORPORATION, D/B/A
NORTH COAST DEVELOPMENT
CORPORATION, an Ohio Non-Profit Corporation

By: David Gilbert

David Gilbert, Chair

The sum of 3,000,000.00 Dollars
required for this Contract was on
November 7, 2023 and is at this
date in the City Treasury or in process
of collection, to the credit of
C23637 Fund and
not appropriated for any other purpose.

A
Director of Finance

[Signature]
Commissioner of Accounts

Entered by [Signature]
Appropriation Clerk

EXHIBIT A

INITIAL DEVELOPMENT AREA

Cleveland Waterfront Initial Development Area

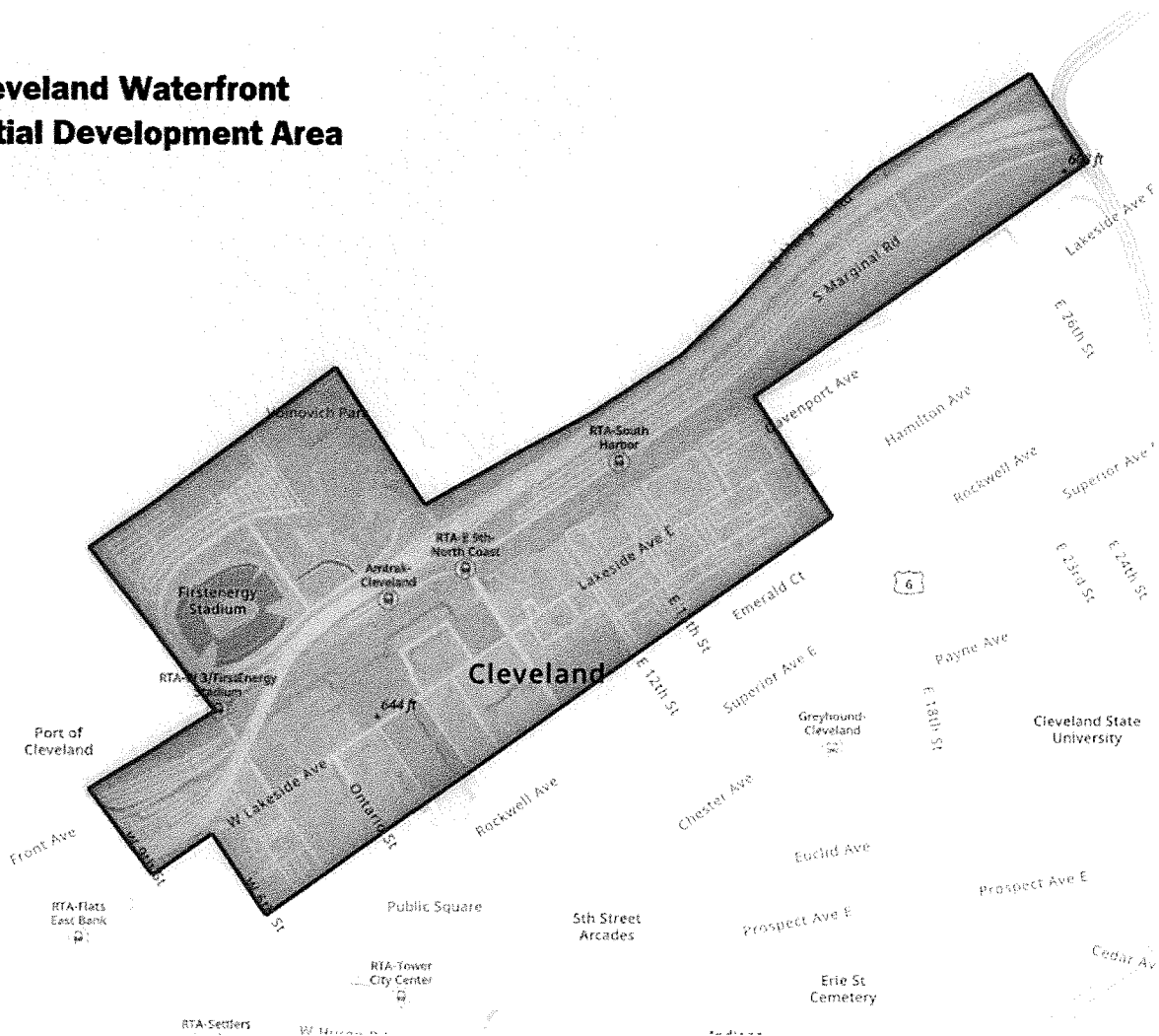


EXHIBIT B

FORM OF ARTICLES OF INCORPORATION OF NCDC

[Attached on following page]



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation

(Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

Please see attached Addendum

**** Note:** for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

North Coast Development Corporation

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

AHMED ABONAMAH

(Name of Statutory Agent)

601 LAKESIDE AVE E RM 227

(Mailing Address)

CLEVELAND

(Mailing City)

OH

(Mailing State)

44114

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

JUSTIN M. BIBB

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, AHMED ABONAMAH, named herein as the
(Name of Statutory Agent)

Statutory agent for North Coast Development Corporation
(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature AHMED ABONAMAH

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

JUSTIN M. BIBB

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**ADDENDUM TO INITIAL ARTICLES OF INCORPORATION OF
NORTH COAST DEVELOPMENT CORPORATION**

Third: The purposes for which North Coast Development Corporation (the "Corporation") is formed are as follows:

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code", or to any provision of any future corresponding federal tax law), including, but not limited to, organizing and executing on the equitable development of the Cleveland lakefront as a destination for residents, business, and recreation. In furtherance of such purposes, the Corporation shall have and may exercise all the power of a nonprofit corporation under the laws of the State of Ohio, though the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Code or corresponding section of any future federal tax code, under which this Corporation chooses to qualify for exemption, and do all things necessary and appropriate to accomplish the foregoing purposes.

Fourth: The Corporation shall be controlled and managed by a board of directors (the "Board") who, pursuant to Section 1702.14 of the Ohio Revised Code, shall be taken to be the members of the Corporation.

Fifth: The Corporation shall possess all powers and authority permitted by law, provided that:

(1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, agents or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments in furtherance of the purposes set forth in Article THIRD.

(2) No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided by Section 501(h) of the Code), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

(3) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code or corresponding section of any future federal tax code.

Sixth: Upon any dissolution of the Corporation, or any partial or entire liquidation of its property or assets, all of the Corporation's property of every nature and description shall, after making provision for discharge of all of the liabilities of the Corporation, be distributed, in such proportion as the Board shall determine, to any organization or organizations, including trusts, organized and operated primarily for purposes of the type described in Article THIRD, provided that no portion of the assets shall be distributed to any organization that is not described in Section 501(c)(3) of the Code, and further provided that if, at such time, no organization exists that has a primary purpose such as those described in Article THIRD, the remaining assets shall be distributed to such other organizations described in Section 501(c)(3) of the Code as may be selected by the Board. Any such assets not so disposed of shall be distributed by the Court having probate jurisdiction over the County of Cuyahoga, State of Ohio, or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for charitable purposes.

* * * * *

REGULATIONS OF NORTH COAST WATERFRONT DEVELOPMENT CORPORATION

Effective Date: August 25, 2023

These Regulations of North Coast Waterfront Development Corporation (the “Corporation”), a nonprofit corporation organized in accordance with the laws of the State of Ohio, are adopted pursuant to Sections 1702.10 and 1702.25 of the Ohio Revised Code.

ARTICLE I – MEMBERS

The Corporation shall have no members. Accordingly, the Directors of the Corporation shall have and exercise the rights and privileges of members to the extent that any such rights and privileges are conferred under the laws of the State of Ohio. Upon ceasing to be a Director of the Corporation, any right or ability of such former Director to have and/or exercise any such rights and privileges as a member shall automatically terminate.

ARTICLE II – DIRECTORS

Section 1. Authority.

All of the authority and powers of the Corporation shall be exercised, its business and affairs conducted, and its property managed under the direction of the board of directors of the Corporation, (the “Board”) except as otherwise provided by the laws of the State of Ohio, the Corporation’s Articles of Incorporation or by these Regulations.

Section 2. Composition/Election of Board.

- (a) The number of directors on the Board shall not be less than ten (10) nor more than thirteen (13) (each a “Director” and collectively the “Directors”).
- (b) **Initial Directors.**
 - a. The Directors shall initially be the Directors set by resolution of the Corporation’s Sole Incorporator (the “Initial Directors”).
 - b. The Initial Directors shall include at least two (2) Ex-Officio Directors consisting of (i) the Mayor of the City of Cleveland (or his or her designee) and (ii) the Cleveland City Council President (or his or her designee) (collectively, with any additional directors designated by the Board as Ex-Officio Directors pursuant to Section 2(c), the “Ex-Officio Directors”). Each of the Ex-Officio Directors shall be entitled to all the rights, powers or privileges of a Director, be a voting member of the Board and be counted in determining a quorum for any meeting of the Directors or any vote of the Directors.

- c. In addition to the Ex-Officio Members, the Initial Directors shall include eight (8) independent directors (collectively, with any additional directors designated by the Board as Independent Directors pursuant to Section 2(c), the "Independent Directors") including: (i) one (1) shall be an individual appointed by the Mayor of the City of Cleveland, (ii) one (1) shall be an individual appointed by the President of the Cleveland City Council, (iii) three (3) shall be individuals appointed jointly by the Mayor of the City of Cleveland and the President of the Cleveland City Council, and (iv) three (3) shall be individuals with business interests in the Cleveland lakefront appointed by the Mayor of the City of Cleveland, at least one of which shall be nominated by the owners of any major league professional sports franchise that plays its home games within the Initial Development Area as defined in the Non-Profit Services Agreement among the City and the Corporation. Each of the Independent Directors shall be entitled to all the rights, powers or privileges of a Director, be a voting member of the Board and be counted in determining a quorum for any meeting of the Directors or any vote of the Directors.
- (c) Additional Directors. Additional directors may be added to the Board by a vote of a two-thirds of the Directors at the annual meeting or at a regular meeting or a special meeting of the Board. The Board shall designate each additional director as an Ex-Officio Director or an Independent Director and shall designate the class (in accordance with Section 3 hereof) of any Independent Directors. References to "Directors" in these Regulations shall include the foregoing Ex-Officio and Independent Directors and any additional directors designated as Ex-Officio and Independent Directors.

Section 3. Appointment and Term.

The Directors shall initially be the Initial Directors set by resolution of the Corporation's Sole Incorporator. Each Independent Director shall be appointed to a term of office of three (3) years or until the earlier of their resignation or removal from the Board or until their successor is duly appointed and qualified. All Independent Directors shall be divided into three classes, each of which shall hold office for a term of three years. The initial Independent Directors shall be appointed so that the term of the first class expires at the first anniversary of the effective date of these regulations and, the term of the second class expires one year later and the term of the third class expires two years later, thereafter, Independent Directors shall be appointed for a full term. Each Independent Director may be reappointed to serve successive three (3) year terms (without a term limit) and such successive terms may be consecutive or non-consecutive.

Section 4. Vacancies.

Whenever any vacancy shall occur among the Directors, the remaining Directors shall constitute the Directors of the Corporation until such vacancy is filled or until the number of Directors is changed. A vacancy among the Independent Directors shall be filled as set forth in Article II Section 2.

Section 5. Meetings.

(a) An annual meeting of the Board shall be held at such time and on such date as may be specified by the Board during the month of April each year for the appointment of Directors in accordance with Article II, Section 3 hereof, for the consideration of reports and for such other business as may be brought before the annual meeting. Regular meetings of the Board shall be held at such times and on such dates as may be specified by the Board. Special meetings of the Board may be called by the Chair, the Executive Director and President or any two (2) Directors. Meetings of the Board may be held at any place within or without the State of Ohio. If no designation is made, the place of meeting shall be the principal office of the Corporation in the State of Ohio.

(b) Notwithstanding anything herein to the contrary, any meeting of the Board may be held through any electronic communication pursuant to which each Director is able to hear each other Director participating in the meeting or in any other manner permitted under the laws of the State of Ohio, and such participation by a Director shall constitute attendance at such meeting.

(c) Unless waived, written notice of the date, time and place of each meeting of the Board shall be given to each Director by personal delivery, by mail, by telephone or by e-mail at least two (2) days before each meeting. Any Director may waive notice required to be given by law or under these Regulations of any meeting of the Board, either before or after the holding of the meeting or by attendance at the meeting.

Section 6. Quorum, Manner of Action and Actions in Writing.

(a) A majority of the authorized number of Directors shall constitute a quorum for transaction of business at any meeting of the Board. In the absence of a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present and notice of any adjourned meeting need not be given. The act of a majority of the Directors present at a meeting at which a quorum is present shall authorize any action by the Board, unless a greater number is required by the laws of the State of Ohio, the Corporation's Articles of Incorporation or by these Regulations.

(b) Any action which may be authorized or taken at a meeting of the Board may be taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors then serving. Any such writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and the Secretary shall enter it into the records of the Corporation relating to the meeting.

Section 7. Resignation.

Any Independent Director may resign at any time by giving written notice thereof to any Officer or the other Directors. The resignation of an Independent Director shall take effect at the time specified therein, and unless otherwise specified therein shall become effective upon delivery.

The acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

Section 8. Removal.

Any Independent Director may be removed, with or without cause, at any time by the affirmative vote of two-thirds (2/3) of the Directors then in office.

Section 9. Compensation.

The Directors shall not receive any compensation for their services as Directors. However, the Directors may be reimbursed for reasonable expenses incurred by the Directors on behalf of the Corporation upon approval by the Board.

Section 10. Conflict of Interest.

Any Director having a conflict of interest which could possibly cause such person to act other than in the best interest of the Corporation shall disclose such conflict to the Board. In such case, the Director shall not vote or use such Director's personal influence on the matter, but such Director may be counted in determining the quorum for the meeting.

Section 11. Committees.

The Board may, by the affirmative vote of a majority of all the Directors, create, authorize and act pursuant to one or more committees of Directors, as provided by the laws of the State of Ohio.

ARTICLE III – OFFICERS

Section 1. Officers Designated.

The Directors shall from time to time appoint, by a majority vote, a Chair, a Vice Chair, an Executive Director and President, a Secretary, a Treasurer and, in their discretion, one or more Vice Presidents and such other officers as the Directors may see fit (the "Officers"); provided, that, the Mayor of the City of Cleveland, in his or her capacity as a Director, must consent in writing to the appointment of the Executive Director and President prior to his or her appointment to that role by the Directors. The Executive Director and President, and Vice Presidents shall not be chosen from among the Directors while the other Officers may, but need not be, chosen from among the Directors. Any two or more of such offices other than that of Chair and Vice Chair, or Executive Director and President and Vice Presidents, may be held by the same person, but no Officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Tenure of Office.

The Officers of the Corporation shall hold office until their successors are chosen and qualified or until their earlier resignation, death or removal. Any Officer may resign at any time

by giving written notice to the Board or any other Officer. The resignation of an Officer shall take effect at the time specified therein, and unless otherwise specified therein shall become effective upon delivery. The acceptance of such resignation shall not be necessary to make it effective unless so specified in the resignation. The Directors may remove any Officer at any time with or without cause by a majority vote of the Directors in office at the time. A vacancy, however created, in any office may be filled by election by the Directors.

Section 3. Chair of the Board.

The Chair of the Board, if any, shall preside at meetings of the Directors and shall have such other powers and duties as may be prescribed by the Directors.

Section 4. Vice Chair of the Board.

The Vice Chair of the Board shall, in the absence of the Chair of the Board, preside at meetings of the Directors and shall have such other powers and duties as may be prescribed by the Directors.

Section 5. Executive Director and President.

The Executive Director and President shall be the chief executive officer of the Corporation unless otherwise determined by the Directors, and shall have general supervision over its property, business, and affairs, and perform all the duties usually incident to such office, subject to the direction of the Directors. The Executive Director and President may execute all authorized deeds, mortgages, bonds, contracts, and other obligations in the name of the Corporation and shall have such other powers and duties as may be prescribed by the Directors.

Section 6. Vice Presidents

The Vice Presidents, if any, shall have such powers and duties as may be prescribed by the Directors or as may be delegated by the Executive Director and President. In case of the absence or disability of the Executive Director and President or when circumstances prevent the Executive Director and President from acting, the Vice Presidents, in the order designated by the Directors, shall perform the duties of the Executive Director and President, and in such case, the power of the Vice Presidents to execute all authorized deeds, mortgages, bonds, contracts and other obligations in the name of the Corporation, shall be coordinate with like powers of the Executive Director and President. In case the Executive Director and President and such Vice Presidents are absent or unable to perform their duties, the Directors may appoint a President pro tempore.

Section 7. Secretary.

The Secretary shall attend and keep the minutes of all meetings of the Directors. The Secretary shall keep such books as may be required by the Directors, shall give all notices of meetings of Directors, provided, however, that any persons calling such meetings may, at their option, give such notice. The Secretary shall have such other powers and duties as may be prescribed by the Directors.

Section 8. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes, bonds, stocks in other corporations and similar property belonging to the Corporation and shall do with the same as shall be ordered by the Directors. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the Directors. On the expiration of the Treasurer's term of office, the Treasurer shall turn over to his or her successor or the Directors all property, books, papers and money of the Corporation in his or her hands. The Treasurer shall have such other powers and duties as may be prescribed by the Directors.

Section 9. Other Officers.

The other Officers, if any, shall have such powers and duties as the Directors may prescribe.

Section 10. Delegation of Duties.

The Directors are authorized to delegate the duties of any Officers to any other Officer and generally to control the actions of the Officers and to require the performance of duties in addition to those mentioned herein.

Section 11. Compensation.

The Directors are authorized to determine or to provide the method of determining the compensation of all Officers.

Section 12. Signing Checks and Other Instruments.

The Directors are authorized to determine or provide, and/or to delegate to the Executive Director and President to determine or provide, the method of determining how checks, notes, bills of exchange and similar instruments shall be signed, countersigned or endorsed.

ARTICLE IV – INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Indemnification.

(a) The Corporation shall indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Director, trustee or Officer of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided that it is determined in the manner

set forth in paragraph (c) of this Section that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful.

(b) In the case of any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor, the Corporation shall indemnify each person described in paragraph (a) of this Section against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided it is determined in the manner set forth in paragraph (c) of this Section that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation except that no indemnification shall be made in respect of any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless and only to the extent that the court of common pleas or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

(c) The determinations referred to in paragraphs (a) and (b) of this Section shall be made (1) by a majority vote of a quorum consisting of Directors of the Corporation who were not and are not parties to or threatened with any such action, suit or proceeding, (2) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years, or (3) by the court of common pleas or the court in which such action, suit or proceeding was brought.

(d) Expenses, including attorneys' fees, incurred by a Director or Officer in defending any action, suit or proceeding referred to in paragraphs (a) and (b) of this Section may be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount, if it ultimately is determined that such person is not entitled to be indemnified by the Corporation.

(e) The indemnification provided by this Section shall not be deemed exclusive (1) of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Regulations, any agreement, any insurance purchased by the Corporation, any vote of disinterested Directors, both as to action in their official capacity and as to action in another capacity while holding such office or (2) of the power of the Corporation to indemnify any person who is or was an employee, trustee, member, manager, agent or volunteer of the Corporation or of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise which such person is serving or has served at the request of the Corporation, to the same extent and in the same situations and subject to the same determinations as are hereinabove set forth with respect to a Director or Officer. As used in this Section, references to the "Corporation" include all constituent corporations and the new or

surviving corporation in a consolidation or merger in which the Corporation or a predecessor to the Corporation by consolidation or merger was involved. The indemnification provided by this Section shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE V – ARTICLES OF INCORPORATION

These Regulations are at all times subject to the provisions of the Articles of Incorporation of the Corporation, as now in effect or hereafter amended.

ARTICLE VI – AMENDMENTS

These Regulations may be altered, changed or amended in any respect, or superseded by new regulations in whole or in part, by the affirmative vote at a meeting called for such purpose by the affirmative vote of two-thirds (2/3) of the Directors then in office or without a meeting by the unanimous consent of the Directors then in office.

[End of Regulations]

Ordinance No. 519-2023

By Council Members: McCormack, Hairston and Griffin (by departmental request)

An emergency ordinance authorizing the Directors of Economic Development and/or Port Control, as appropriate, to enter into a cooperative agreement with County of Cuyahoga and North Coast Development Corporation, upon its incorporation, to plan and implement transformational projects on the Cleveland's waterfront; to enter into one or more agreements with North Coast Development Corporation; and to apply for and accept any gifts, grants or services from any public or private entity.

WHEREAS, the City and the County of Cuyahoga ("County") acknowledge that Cleveland's lakefront (the "Lakefront") is one of the region's greatest assets; and

WHEREAS, the City and the County desire to work cooperatively to transform the Lakefront into a world class, spirited, identity-centered place that is fun and accessible for people of all ages and abilities; and

WHEREAS, the City and the County intend that equitable development and redevelopment of the Lakefront will promote community building and healing of physical, social and racial divisions through culture, arts and entertainment, increase economic opportunity through the attraction of diverse business and employees to the City and County, and increase climate resiliency through the creation of additional green space and utilization of green technologies; and

WHEREAS, the City and the County intend to commence their redevelopment efforts of the Lakefront on certain property in the City around North Coast Harbor and its approaches (collectively, the "Initial Development Area") and such development in the Initial Development Area may include the development of additional recreational areas on the Lakefront, the creation of a land bridge connecting downtown Cleveland to the Lakefront (the "North Coast Connector"), the redirection of the Route 2 Shoreway, construction of public infrastructure including roadways, public transit infrastructure and parking to support the development, the renovation of the City-owned football stadium ("Stadium"), the development of residential, commercial and recreational areas surrounding the Stadium, and other necessary improvements (collectively, the "Initial Lakefront Project"); and

WHEREAS, it is anticipated that a non-profit corporation under Chapter 1702 of the Revised Code will be incorporated as the North Coast Development Corporation, or a similar name, (the "NCDC"), for the express purpose of facilitating equitable development of the Lakefront as a destination for residential, commercial, and recreational uses; and

WHEREAS, the City and the County desire to engage the services of the NCDC, upon its incorporation, to participate in and monitor the development of a Master Plan and North Coast Connector Plan and facilitate the implementation such plans for the development of the Initial Lakefront Project; and

WHEREAS, in furtherance of the development of the Initial Lakefront Project, the City and the County desire to provide monetary contributions towards the costs and expenses related to the Initial Lakefront Project including the operating expenses of NCDC pursuant to the terms set forth in a cooperative agreement; and

WHEREAS, the City may in the future desire for NCDC to assist with the development of additional areas along the Lakefront constituting additional lakefront development areas (such additional development, collectively with the Initial Lakefront Project, is the "Lakefront Project"); and

WHEREAS, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That this Council finds that the participation in the cooperative development of the Lakefront Project described herein will confer substantial benefits, including racial equity, economic opportunity and climate resiliency, along with significant other qualitative benefits, upon the City and its constituents, while encouraging significant development in the surrounding area and community health and welfare programming and services.

Section 2. That the Directors of Economic Development and/or Port Control, as appropriate, are authorized to enter into a cooperative agreement with the County and NCDC, upon its incorporation, to plan and implement transformational projects on Cleveland's waterfront. That any renewal options under the cooperative agreement to be exercised after ten years from the effective date of the cooperative agreement shall require additional legislative authority.

Section 3. That the Directors of Economic Development and/or Port Control, as appropriate, are further authorized to enter into one or more agreements with NCDC, after its incorporation, to participate in and monitor the development of a Master Plan and North Coast Connector Plan and facilitate the implementation of such plans for the development of the Initial Lakefront Project.

Section 4. That the Directors of Economic Development and Port Control, as appropriate, and other appropriate City officials are authorized to enter into any agreements, execute any other documents or certificates, and take any other action necessary to implement this ordinance.

Section 5. That the Directors of Economic Development and/or Port Control, as appropriate, are authorized to apply for and accept any gifts, grants, or services to

implement this ordinance from any public or private entity; and that the Directors are authorized to file all papers and execute all documents necessary to receive such grants, gifts, or services; and that any funds received are appropriated for the purposes described in this ordinance.

Section 6. That the Directors of Economic Development and/or Port Control, as appropriate, shall submit to City Council an annual report on the services provided on the contracts authorized in this ordinance.

Section 7. That the costs of this ordinance shall not exceed \$3,000,000, and shall be paid from Fund No. 10 SF 400, from the fund or funds to which are credited any gift or grant funds accepted under this ordinance, and from any other funds approved by the Director of Finance. (RQS 9501, RL 2023-36)

Section 8. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed May 22, 2023.

Effective May 25, 2023.

EXHIBIT I

CERTAIN ADDITIONAL PROPERTIES TO BE ADDED TO THE DISTRICT

The City anticipates that certain Additional Properties in the lakefront area of the City that are owned or controlled by the City or another person will be added to the territory of the District through additional proceedings authorized under Ohio Revised Code Chapter 349. Specifically, certain Additional Properties that are owned by the City or another person or are controlled by the City, an owner, or another person through leases of at least forty (40) years' duration, options, or contracts to purchase may be added to the territory of the District through the process described in Ohio Revised Code Section 349.03(B)(4). A list of such Additional Properties is provided below. All charges on these certain Additional Properties listed below, like Initial Properties, will also be agreed upon or consented to by the owner/operator of such real property and the Board.

Great Lakes Science Center and Parking Garage – Parcel 101-03-022
Rock and Roll Hall of Fame – Parcel 101-03-035
Cumberland Mixed-Use Apartment Development – Parcel 101-03-028
Cleveland Browns Stadium – Parcel 101-02-014
Nuevo Restaurant – Parcel 101-03-030
City of Cleveland – Burke Airport – Parcel 102-02-012

Nothing in this Exhibit precludes the City, one or more owners, or one or more other persons from adding real property not described in this Exhibit to the District through additional proceedings authorized under Ohio Revised Code Chapter 349.

