



Special Council Meeting

Tuesday, October 4, 2022 at 7:00 pm

1. Call to Order

2. Roll Call

3. Legislation

a. Ordinance 2022-9 Smith & Oby MOU

Attachments:

- **Ordinance 2022-9 Smith & Oby MOU** (Ordinance_2022-9_Smoth__Oby_MOU.docx)

b. Resolution 2022-26 Municipal Bridge Inspection Program

Attachments:

- **Resolution 2022-26 Municipal Bridge Inspection Program** (Resolution_2022-26_Municipal_Bridge_Inspection_Services.docx)

4. Adjournment

VILLAGE OF WALTON HILLS OHIO

ORDINANCE NO. 2022-9

INTRODUCED BY:

AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH RESPECT TO PROPERTY LOCATED AT 7676 NORTHFIELD ROAD IN THE VILLAGE OF WALTON HILLS; AUTHORIZING AN AFFIDAVIT OF FACTS RELATED TO TITLE FOR SUCH PROPERTY; AUTHORIZING AN AMENDMENT TO THE COMMUNITY REINVESTMENT AREA AGREEMENT FOR SUCH PROPERTY; AND CONSENTING TO AN ASSIGNMENT OF THE COMMUNITY REINVESTMENT AREA AGREEMENT, AS AMENDED, FOR SUCH PROPERTY

WHEREAS, the Village of Walton Hills, Ohio (the “Village”) has encouraged the development of real property and economic development in areas designated as community reinvestment areas; and

WHEREAS, Ordinance No. 2011-20, adopted by the Council on October 18, 2011, and as thereafter amended by Ordinance No. 2012-21, adopted by the Council on October 16, 2012, and as thereafter amended by Ordinance No. 2016-2, adopted by the Council on January 19, 2016, and as thereafter amended by Ordinance No. 2016-5, adopted by the Council on March 15, 2016 (collectively the “CRA Ordinance”), designated certain real property within the Village as the “Village of Walton Hills Community Reinvestment Area” (the “CRA”) and declared the remodeling of existing structures and the construction of new structures within the CRA to be a public purpose for which real property tax exemptions may be granted; and

WHEREAS, the Walton Hills Land Reutilization Program transferred, by limited warranty deed, certain real property located in the Village, known as Parcel Number 794-27-005, as more particularly described in **Exhibit A** (the “Project Site”), attached hereto and incorporated herein by reference, to the Smith and Oby Company (the “Company”); and,

WHEREAS, pursuant to the terms of a Purchase and Sale Agreement by and between the Village and the Company, dated June 29, 2021, the Village holds a Right of Reversion (as defined in the Purchase and Sale Agreement) in the Project Site under the terms of that limited warranty deed dated as of September 21, 2021, and recorded on September 24, 2021, as Instrument No. 202109240512 in the Cuyahoga County, Ohio Fiscal Officer’s office; and

WHEREAS, in or around August 12, 2022, the Company conveyed the Project Site to Trio Fund I Walton Charleston LLC (“Trio”) and Trio, as landlord, and the Company, as tenant, entered into a certain lease agreement wherein the Company will lease and conduct its business operations at the Project Site; and

WHEREAS, the Village, the Company and Trio (the “Parties”) desire to execute a Memorandum of Understanding, modifying the Village’s Right of Reversion, attached hereto as **Exhibit B**, incorporated by reference; and

WHEREAS, the Parties wish to file and record an Affidavit of Facts Related to Title, attached hereto as **Exhibit C**, incorporated by reference, pursuant to Ohio Revised Code Section 5301.252 in the land records of the Cuyahoga County Fiscal Office; and

WHEREAS, Trio has acquired the Project Site, and the Company will lease the Project Site from Trio and conduct its business operations within the Village and the CRA, and the Company has proposed the development of a portion of the Project Site, totaling approximately 6,000 square feet (collectively, the “Project”), to accommodate the Company’s expanded office and warehouse operations, which Project is to support the Company’s existing operations located on immediately adjacent land; and

WHEREAS, in connection with the Project, the Company and the Village have previously entered into entered into a Community Reinvestment Area Agreement, dated October 26, 2021 (the “Original CRA Agreement”), providing for a 15-year, 49% CRA tax abatement on the increase in assessed value of the improvements constructed on the Project Site resulting from the Project; and

WHEREAS, the Company desires to amend certain terms of the Original CRA Agreement (the “Amended CRA Agreement”), attached hereto as **Exhibit D**, as well as assign its rights, title and interest as Owner under the Original CRA Agreement to Trio, whereby Trio will assume the rights and responsibilities as Owner under the Original CRA Agreement, incorporated by reference, and the Company will continue to generate the employee positions on the Project Site;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Walton Hills, County of Cuyahoga, State of Ohio, that:

Section 1. This Council hereby determines that the amendments and modifications to the Original CRA Agreement are reasonable and necessary to carry out the original intent of this Council.

Section 2. This Council hereby determines that (i) the proposed amendments and modifications to the Purchase and Sale Agreement, (ii) the proposed terms of the Memorandum of Understanding, and (iii) the proposed terms of the Affidavit of Facts Related to Title, all are reasonable and necessary to carry out the intent of redevelopment of the Project Site, and consistent with the original intent of the Purchase and Sale Agreement.

Section 3. This Council hereby approves the Memorandum of Understanding between the Parties, modifying and amending the Purchase and Sale Agreement as described in

the Memorandum of Understanding. The Mayor is hereby authorized to execute, deliver and perform the Memorandum of Understanding, with such changes as are consistent with this Ordinance and not materially adverse to the Village, both of which shall be conclusively evidenced by the Signature of the Mayor on the Memorandum of Understanding. Except as otherwise expressly amended by the terms of the Memorandum of Understanding, the Purchase and Sale Agreement remains unmodified and in full force and effect.

Section 4. This Council hereby approves the Affidavit of Facts Related to Title. The Mayor is hereby authorized to execute, deliver and perform the Affidavit of Facts Related to Title, with such changes as are consistent with this Ordinance and not materially adverse to the Village, both of which shall be conclusively evidenced by the signature of the Mayor on the Affidavit of Facts Related to Title.

Section 5. This Council hereby approves the Amended CRA Agreement and the terms specified therein. The Mayor is hereby authorized to execute, deliver and perform the Amended CRA Agreement, with such changes as are consistent with this Ordinance and not materially adverse to the Village, both of which shall be conclusively evidenced by the signature of the Mayor on the Amended CRA Agreement. As provided in the Original CRA Agreement and Amended CRA Agreement, no exemption shall commence after January 1, 2024 nor extend beyond December 31, 2038. Except as otherwise expressly amended by the terms of the Amended CRA Agreement, the Original CRA Agreement remains unmodified and in full force and effect.

Section 6. This Council hereby consents to the assignment of the Amended CRA Agreement from the Company to Trio and the assumption of the same by Trio as Owner under the terms of the Amended CRA Agreement.

Section 7. The Clerk of this Council shall forward a certified copy of this Ordinance, along with all exhibits to this Ordinance, to the Director of Ohio Development Services Agency within 15 days after the CRA Agreement is entered into, all pursuant to R.C. 3735.671.

Section 8. Pursuant to the Amended CRA Agreement, Trio shall pay to the Village an initial fee of \$750.00 upon execution of this Agreement. On each anniversary of the date of the execution of the Amended CRA Agreement, Trio shall pay to Village an annual fee as provided under Ohio Revised Code Section 3735.671(D), which annual fee shall equal to the greater of (i) 1.00% of the value of the CRA tax exemption to Trio in the previous year, or (ii) \$500; provided, that if the value of the CRA tax exemption exceeds \$250,000 in a year, the annual fee shall not exceed \$2,500 in such year. The Village agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Ohio Revised Code Section 3735.671(D), including compliance with Ohio Revised Code Sections 3735.672 and 5709.85.

Section 9. For the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

Mayor, Village of Walton Hills

Passed: _____

Attest:

Clerk of Council

EXHIBIT A

THE PROJECT SITE

LEGAL DESCRIPTION

0.5670 ACRES

NORTHFIELD ROAD — S.R. 8/ALEXANDER ROAD
VILLAGE OF WALTON HILLS
COUNTY OF CUYAHOGA, OHIO

Situated in the Village of Walton Hills, County of Cuyahoga and State of Ohio and known as being a part of Original Bedford Township, Lot #96 and being a **0.5670 acres (24,699 sq.ft.) Remaining Parcel** of land after a 0.0184 acre Dedicated Parcel split from the 0.5854 acres (Deed) parcel of land as conveyed to the Walton Hills Land Reutilization Program by deed dated February 04, 2016 as recorded in Document #201602040172 (PP #794-27-005) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at the intersection of the centerline of Northfield Road — S.R. 8 (75 feet wide) with the centerline of Alexander Road (80 feet wide), said intersection being in the Northerly line of Original Bedford Township Lot #97, all as shown on the "Dedication Plat of Alexander Road Extension" as recorded in Volume 130, Pages 693-695 of Cuyahoga County Map Records and being South 89°42'02" West, a distance of 44.46 feet as measured along said centerline of Alexander Road from a 5/8" iron pin found in a monument box (0.14'S);

Thence **South 00°59'16" East**, along said centerline of Northfield Road, a distance of **39.77 feet** to point;

Thence **South 89°00'44" West**, perpendicular to said centerline of Northfield Road, a distance of **30.00 feet** to the intersection of the Westerly sideline of said Northfield Road with the Southerly sideline of said Alexander Road, said point being the Northeasterly corner of said Dedicated Parcel;

Thence **South 00°59'16" East**, along said Westerly sideline of Northfield Road, a distance of **40.00 feet** to a 5/8" iron pin set (w/yellow cap - "D.F. Sheehy #7849") at the Southerly corner of said Dedication Parcel and the Principle Place of Beginning of the Premises herein intended to be described;

Course 1 Thence continuing **South 00°59'16" East**, along said Westerly sideline of Northfield Road, a distance of **110.00 feet** to a point on a Northerly line of land as conveyed to S&O Facilities, Inc. by deed dated July 18, 2007 as recorded in Document #200707180444 (PP #794-27-001) of Cuyahoga County Deed Records;

Course 2 Thence **South 89°26'02" West**, along said Northerly line of S&O Facilities, Inc.'s land (PP #794-27-001), a distance of **170.00 feet** to an interior corner thereof;

Course 3 Thence **North 00°59'16" West**, along an Easterly line of said S&O Facilities, Inc.'s land (PP #794-27-001), a distance of **150.00 feet** to a point on said Southerly sideline of Alexander Road;

Course 4 Thence **North 89°26'02" East**, along said Southerly sideline of Alexander Road, a distance of **130.00 feet** to a 5/8" iron pin set (w/yellow cap - "D.F. Sheehy #7849") at the Northwesterly corner of said Dedication Parcel;

Course 5 Thence **South 45°46'37" East**, along the Southwesterly line of said Dedication Parcel, a distance of **56.78 feet** to the Principle Place of Beginning and containing **0.5670 acres (24,699 sq.ft.)** of land as calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in January, 2020, be the same, more or less but subject to all legal highways and easements of record;

Basis of Bearing for this legal description is **North 00°59'16" West** as the centerline of Northfield Road — S.R. 8 (75 feet wide) as evidenced by monuments found and is the same as calculated and reproduced from the Ohio State Plane Coordinates System North Zone by ties to the O.D.O.T. VRS Network using Station GARF and are used to indicate angles only.

File: #19364 Remaining Parcel — January 24, 2020 (jaw)

Premises commonly known as: 7620 Northfield Road, Walton Hills, OH 44146
PPN: 794-27-005

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

(See Attached)

EXHIBIT C

AFFIDAVIT OF FACTS RELATED TO TITLE

(See Attached)

EXHIBIT D

AMENDED CRA AGREEMENT

(See Attached)

VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2022-26

INTRODUCED BY COUNCILPERSON

A RESOLUTION AUTHORIZING THE MAYOR OR HIS AUTHORIZED REPRESENTATIVE TO ENTER INTO A CONTRACT(S) WITH THE DIRECTOR OF TRANSPORTATION TO COMPLETE THE BRIDGE INSPECTION PROGRAM SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Walton Hills has determined the need to participate in the Bridge Inspection Program Services with the Ohio Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WALTON HILLS, STATE OF OHIO, THAT:

SECTION 1. That it being in the public interest, the Village of Walton Hills gives consent to the Director of Transportation to complete the Bridge Inspection Program Services, including, but not limited to, bridge load rating calculations, scour assessments, bridge inspections and fracture critical plan development.

SECTION 2. The Village hereby commits to cooperate with the Director of Transportation as follows:

The State of Ohio shall assume and bear 100% of all costs for the Bridge Inspection Program Services that has been requested by the Village and agreed to by the State of Ohio. The Eligible Bridge Inspectors Services are described in the Consultant's Scope of Services Task Order Contract attached hereto and marked as Exhibit A.

SECTION 3. The Village of Walton Hills hereby agrees to pay 100% of the costs for any items which are not included in Exhibit A, but have been requested in writing by the Village of Walton Hills.

SECTION 4. That the Village of Walton Hills shall make available all of the right-of-way required for the project in accordance with State and Federal regulations.

SECTION 5. That the Mayor is hereby authorized to on behalf of the Village of Walton Hills to enter all contracts necessary for the completion of this project with the Director of Transportation.

SECTION 6. That it is found and determined that all formal actions of the Council of the Village of Walton Hills concerning and relating to the adoption of this Resolution were adopted in an open meeting of such body, and that all deliberations of the Council of the Village and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the Village, and for the further reason that it is immediately necessary to expedite the highway project wherefore, this Resolution shall take effect and be in force immediately upon its passage by a unanimous affirmative

vote of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

DONALD KOLOGRAF, MAYOR

PASSED: _____, 2022

ATTEST: _____

ANGELA REVAY, FISCAL OFFICER