

ORDINANCE NO. 243-2025(PD), *First
Reading*

By Mayor Cuda

An Ordinance designating the Cleveland Heights Community Improvement Corporation ("CHCIC") as the agent of the City for industrial, commercial, distribution and research development in the City, approving a related Agency Agreement with the CHCIC, and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by Ordinance No. 13-2019, authorized the creation, under Chapter 1724 of the Ohio Revised Code ("Act"), of the Cleveland Heights Community Improvement Corporation ("CHCIC") as an economic development corporation and community improvement corporation organized for the purpose of advancing, encouraging and promoting the industrial, economic, commercial and civic development of the City of Cleveland Heights; and

WHEREAS, pursuant to Ordinances 11-2022 and 195-2023, the City amended certain matters concerning the CHCIC's board composition, duties and powers; and

WHEREAS, the CHCIC has been created and organized in accordance with Ordinances No. 13-2019, 11-2022, and 195-2023 and this Council now wishes to designate the CHCIC as the agent of the City for industrial, commercial, distribution and research development within the City of Cleveland Heights and further desires to enter into an Agency Agreement with the CHCIC pursuant to Section 1724.10 of the Ohio Revised Code.

BE IT ORDAINED by the Council of the City of Cleveland Heights, County of Cuyahoga, State of Ohio, that:

SECTION 1. The CHCIC is hereby designated as the agent of the City for industrial, commercial, distribution and research development pursuant to the Act.

SECTION 2. This Council hereby authorizes the Mayor to enter into an Agency Agreement with the CHCIC, a copy of which is attached hereto and incorporated herein as **Exhibit A**, regarding its actions as agent of the City for industrial, commercial, distribution and research development within the City of Cleveland Heights. Such Agency Agreement shall be substantively similar to the proposal on file with the Clerk of Council and shall be approved as to form by the Director of Law.

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were taken in meetings open to the public, in compliance with all legal requirements.

ORDINANCE NO. 243-2025(PD)

SECTION 4. Notice of passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to enter into the Agency Agreement to enable the CHCIC to serve as the City's agent as soon as practicable. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



GAIL L. LARSON
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: December 1, 2025

Presented to Mayor: 12/03/2025 Approved: 12/03/2025



TONY CUDA
Mayor

AGENCY AGREEMENT

This Agency Agreement (“Agreement”) is made this ____ day of _____, 2025, by and between the City of Cleveland Heights, Ohio, an Ohio municipal corporation organized and existing under the laws of the State of Ohio and its Charter (the “City”), and the Cleveland Heights Community Improvement Corporation, a non-profit community improvement corporation organized and existing under the laws of the State of Ohio (the “CIC” and, together with the City, the “Parties”).

WHEREAS, the City authorized the creation of the CIC on March 4, 2019 pursuant to Ordinance No. 13-2019; and

WHEREAS, pursuant to Ordinances 11-2022 and 195-2023, the City amended certain matters concerning the CIC’s board composition, duties and powers; and

WHEREAS, pursuant to Ordinance No. ____-2025 and Section 1724.10 of the Ohio Revised Code, the Council of the City has designated the CIC as an agent of the City for the undertaking of industrial, commercial, distribution, and research development in the City; and

WHEREAS, pursuant to Ordinance No. ____-2025 and Section 1724.10 of the Ohio Revised Code, the Council of the City has authorized the City to enter into this Agreement, whereby the CIC shall serve as an agent of the City to promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City; and

WHEREAS, pursuant to Resolution No. ____-2025, the Board of the CIC has accepted the City’s appointed as the agent of the City for the aforementioned purposes, and has further authorized the President of the CIC to execute this Agreement; and

WHEREAS, it is the intention of the City and CIC that the CIC shall be authorized pursuant to this Agreement to undertake the following activities to promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City:

- (a) sell or lease any real property, or interests therein, owned by the City determined from time to time by City Council not to be required by the City for its purposes;
- (b) receive from the City real property, or interests therein, owned by the City and determined by City Council not to be required by the City for its purposes, and to subsequently sell or lease the same;

(c) acquire from others additional real property, or interests therein, and to subsequently sell or lease the same; and

WHEREAS, in undertaking the authority set forth in the preceding Recital, the City and CIC agree that the CIC shall do so generally consistent with the City's Master Plan, as has been previously adopted by the City and may be amended, supplemented or replaced from time to time, and otherwise to promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City; and

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, now agree as follows.

1. Appointment as Agent of the City. The CIC shall serve as an agent for the City pursuant to Section 1724.10 of the Ohio Revised Code to promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City. In undertaking its role as the agent of the City, and in exercising such other authority conveyed pursuant to this Agreement or Chapter 1724 of the Ohio Revised Code, the CIC shall do so generally consistent with the City's Master Plan, as has been previously adopted by the City and may be amended, supplemented or replaced from time to time, and otherwise for the purposes set forth in this paragraph.
2. Sale and Lease of City-Owned Real Property.
 - (a) Pursuant to Section 1724.10(B)(2) of the Ohio Revised Code, the CIC may sell or lease any real property or interests in real property, or any interest therein, owned by the City determined from time to time by the City's Council not to be required by the City for its purposes, for uses determined by the City's Council as those that will promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City. The City's Council shall specify the consideration for such sale or lease and any other terms thereof, which shall be conclusive. The CIC, acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids.

(b) The City's Council shall determine, by the adoption of appropriate legislation, any specific real property, or interest therein, for which it shall utilize the CIC as its agent for the sale or lease of the same. The CIC shall have no authority to sell or lease any specific real property of the City, or any interest therein, as the City's agent, unless and until the adoption of appropriate legislation by the City's Council setting forth the terms and conditions of the same. Furthermore, the Board of the CIC shall adopt a Resolution providing for its acceptance or its role as agent of the City pursuant to this Section 2 prior to the sale or lease of any specific City-owned real property, or any interest therein.

(c) The legislation provided for in Section 2(b), above, shall further set forth the compensation that the CIC shall receive from the City to serve as its agent pursuant to this Section 2. Said compensation shall also be agreed to by the CIC pursuant to resolution of the CIC's Board prior to undertaking the sale or lease of any such City-owned real property.

3. Acquisition and Disposition of City-Owned Real Property.

- a. Pursuant to Section 1724.10(B)(3) of the Ohio Revised Code, the City may convey to the CIC real property, or interest therein, owned by the City and determined by the City's Council not to be required by the City for its purposes and that such conveyance of such real property, or interests therein will promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City. Any conveyance or lease by the City to the community improvement corporation shall be made without advertising and receipt of bids.
- b. Any agreement for the sale of any specific real property, or any interest therein, between the City and the CIC shall specify the consideration for such sale or lease and any other terms thereof. The City's Council shall determine, by the adoption of appropriate legislation, any specific real property, or interest therein, which it shall sell or lease to the CIC. Such legislation shall authorize the Mayor of the City to execute a sales agreement or lease with the CIC, upon the terms and conditions set forth in said agreement. Furthermore, the Board of the CIC, if in agreement, shall adopt a Resolution authorizing the President of the CIC to execute any such sales agreement or lease upon the terms and conditions provided therein.
- c. Unless otherwise agreed to between the City and CIC for a specific real property, or interest therein, the agreement provided for in Subsection 3(b), above, shall provide that the CIC may retain, as a service fee, the amount of the consideration received by the CIC from the person or entity to which the property is sold or leased in excess of the consideration paid for by the CIC to the CIC after deducting, to the extent and in the manner provided in the agreement, the costs of such acquisition and sale, taxes, assessments, costs of maintenance, costs of improvements to the real property by the CIC, other service fees, and any debt service charges of the CIC attributable to such real property or interests.

4. Acquisition of Third-Party Real Property.

- a. The CIC may acquire from other persons or entities additional real property, or interests therein, and any real property, or interests therein, so conveyed, will be used by the CIC for uses that will

promote the welfare of the people of the City; assist with stabilizing the economy of the City; provide opportunities for gainful employment for the people of the City; promote and undertake the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City; assist in the economic development of the City, including industrial, commercial, distribution, and research development activities for the benefit of the people of the City; and to promote and undertake housing development activities to improve the number of quality housing units available in the City for the people of the City.

- b. No further legislative action is necessary for the CIC to exercise its authority under this Section 4, and the CIC shall owe no compensation or other sum of money to the City for the exercise of its authority under this Section 4.
5. Use of City Hall Facilities; Staff. The CIC may utilize certain office space within the City Hall of the City upon further mutual agreement of the City and CIC. Furthermore, the City and CIC understand and agree that, from time to time, the staff of the City may assist the CIC in undertaking its obligations and powers under this Agreement and otherwise under Chapter 1724 of the Ohio Revised Code, and that such staff members may do so without any additional consideration from the CIC to the City. In undertaking such assistance, the City and CIC agree that such staff may use other resources of the City, including but not limited to, such as IT equipment and office supplies, that are ancillary to providing such assistance. No City staff shall provide any assistance to the CIC, and no other City resources may be used, for any purpose outside the scope of Chapter 1724 of the Ohio Revised Code.
6. Reporting to City Council. No less than once each calendar quarter, a representative of the CIC shall appear before the Council of the City at a regular meeting, or at such other meeting as mutually determined between leadership of the CIC and the Council of the City, and provide a comprehensive update on the business and activities of the CIC, generally, and any real property for which the CIC shall serve as an agent of the City, or to which the City has transferred to the CIC, as provided for in this Agreement.
7. Recording of Agreement. A copy of this Agreement shall be recorded in the office of the Cuyahoga County Fiscal Officer prior to the recording of a deed or lease executed pursuant to this Agreement.
8. Miscellaneous.
 - a. Breach and Remedy. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party to this Agreement, or any successor to such party, such party (or successor) shall, within thirty (30) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken within such thirty (30) day period, or if such cure or remedy cannot be reasonably completed within such thirty (30) day period but is not begun during such period and cured or remedied within a reasonable time, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.
 - b. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties for the subject matter hereof and supersedes all prior negotiations, representations, or agreements in such regard, either written or oral.

- c. Amendments and Modification. This Agreement may be amended only by a written document signed by both Parties.
- d. No Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any member, officer or agent of either of the Parties.
- e. Successor and Assigns. This Agreement shall be binding upon, and inure to the benefit of, all successors and assigns; provided, however, that neither party may assign its interest in this Agreement without the written consent of the other party.
- f. Choice of Law and Forum Selection. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any civil action relating to or arising from this Agreement shall be filed in the Cuyahoga County Court of Common Pleas.
- g. Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.
- h. Execution. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be treated as original signatures to this Agreement.

[Signature Page to Follow. Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of
_____ 2025.

CITY OF CLEVELAND HEIGHTS, OHIO

Mayor Tony Cuda

Approved as to form and correctness:

William Hanna, Law Director

**CLEVELAND HEIGHTS COMMUNITY
IMPROVEMENT CORPORATION**

President