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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. 44 -2021

7
8 AN ORDINANCE AUTHORIZING THE MAYOR
9 TO ENTER INTO A COMMUNITY
10 REINVESTMENT AREA AGREEMENT WITH
11 PARFAIT PROPERTIES, LLC, AND DECLARING
12 AN EMERGENCY.
13

14 WHEREAS, the City of Cuyahoga Falls designated an O.R.C. Chapter 3735
15 Community Reinvestment Area (CRA) by virtue of Ordinance No. 12-2021 to encourage
16 the development of real property within the Cuyahoga Falls Portage Trail Midtown
17 Community Reinvestment Area; and
18

19 WHEREAS, the City of Cuyahoga Falls has designated a certain area within the City
20 that has been certified by the State of Ohio Development Services Agency as a CRA
21 enabling it to exempt certain real property taxes imposed on industry provided said
22 industry creates or retains jobs and makes a significant investment within the certified
23 zone; and
24

25 WHEREAS, the City Council and the Administration wish to provide assistance to
26 Parfait Properties, LLC for the construction of a 3,608 square foot Dairy Queen Grill &
27 Chill, located at 715 Portage Trail, Cuyahoga Falls, Ohio 44221 (Parcels #0200234,
28 0201665, 0212992, 0216493, 0216494, and 0216495 to be combined into one parcel
29 once approved by Summit County), which will have double drive-thru lanes with
30 separate pay and pickup drive-thru windows, increased parking, and an outdoor patio
31 area with a fireplace, all at an approximate cost of One Million Eight Hundred Fifty
32 Thousand Dollars (\$1,850,000); and
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34 WHEREAS, the City intends to provide a Community Reinvestment Area Tax
35 Exemption to Parfait Properties, LLC for a period of ten (10) years at the rate of fifty
36 (50%) percent.
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38 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,
39 County of Summit, and State of Ohio:
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41 Section 1. The Mayor is authorized to enter into a Community Reinvestment Area
42 (CRA) Agreement with Parfait Properties, LLC consistent with the terms in the proposed
43 CRA Agreement and corresponding Application attached hereto as Exhibit A, to provide
44 real property tax relief at the percentage and length of abatement as stipulated in said
45 Agreement and corresponding Application to benefit the City and being consistent with
46 the objectives of this ordinance.
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48 Section 2. The Mayor, Director of Finance, Director of Community Development,
49 Director of Law and any other city officials, individually and/or collectively as may be
50 appropriate are authorized, to prepare and execute such other documents and do other

51 things as are necessary for and incidental to carrying out the requirements of this
52 legislation consistent with the terms of the attached Agreement and corresponding
53 Application.

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55 Section 3. That any ordinances or resolutions or portions of ordinances and
56 resolutions inconsistent herewith be and the same are hereby repealed, but any
57 ordinances and resolutions not inconsistent herewith and which have not previously
58 been repealed are hereby ratified and confirmed.

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60 Section 4. That it is found and determined that all formal actions of this Council
61 concerning and relating to the adoption of this ordinance were adopted in an open
62 meeting of this Council, and that all deliberations of this Council and of any of its
63 committees that resulted in such formal action, were in meetings open to the public, in
64 compliance with all legal requirements, to the extent applicable, including Chapter 107
65 of the Codified Ordinances.

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67 Section 5. That this ordinance is hereby declared to be an emergency measure
68 necessary for the preservation of the public peace, health, safety, convenience and
69 welfare of the City of Cuyahoga Falls and the inhabitants thereof, for the reason that it
70 is immediately necessary to permit timely and appropriate development of this property,
71 and provided it receives the affirmative vote of two thirds of the members elected or
72 appointed to Council, it shall take effect and be in force immediately upon its passage
73 and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
74 period allowed by law.

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78 Passed: 6-14-2021

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Approved: 6-15-2021

5/24/21

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President of Council



Clerk of Council



Mayor



City of Cuyahoga Falls
APPLICATION FOR COMMUNITY REINVESTMENT AREA TAX INCENTIVES

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives
between the City of Cuyahoga Falls located in the County of Summit and:

Parfait Properties, LLC
(Company Name)

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Parfait Properties, LLC
Enterprise Name

Karl Warther
Contact Person

715 Portage Trail, Cuyahoga Falls, OH 44221
Address

330-401-7949
Telephone Number

DQ@spgreenterprises.com
Contact Email

Project site:

715 Portage Trail, Cuyahoga Falls, 44221
Address

0200234, 0201665, 0212992,
0216493, 0216494, 0216495
*Parcels in process of being combined
Parcel Number

Karl Warther
Contact Person

330-928-0246
Telephone Number

dq@spgreenterprises.com
Contact Email

4. a. State the enterprise's current employment level at the proposed project site:

Full Time: 9 Part Time: 26
(To be considered full time the individual must work at least 35 hours per week.)

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

	Permanent	Temporary
Full Time		
Part Time		

(To be considered full time the individual must work at least 35 hours per week.)

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

5. Does the Property Owner Currently Owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers.

6. Project Description (Be as detailed as possible):

Construction of a 4,300 sq ft. Dairy Queen Grill & Chill restaurant replacing our current 2,578 sq ft building built over 50 years ago. The new building will be one of only a few stores in the United States featuring American Dairy Queen's Grill & Chill new 3.0 design. The new design will include double drive-thru lanes, separate pay and pick up drive-thru windows, increased parking, and an outdoor patio with fireplace. The food production areas are designed to more efficient and able to handle higher capacity in the peak Summer months.

7. Project will begin on June 2021 and be completed by December 2021 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

	Permanent	Temporary
Full Time	4	
Part Time	21	

(To be considered full time the individual must work at least 35 hours per week.)

b. State the time frame of this projected hiring: 6 months.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Hire 10 part-time and 2 full-time by July 2020

Hire 11 part-time and 2 full time by December 2020

9. a. Estimate the amount of annual payroll such new employees will add (New annual payroll must be itemized by full and part-time and permanent and temporary new employees).

	Permanent		Temporary	
Full-time	\$	134,000	\$	
Part-time	\$	87,000	\$	
TOTAL:	\$	221,000	\$	

(To be considered full time the individual must work at least 35 hours per week.)

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ _____.

Submission of this application expressly authorizes the City of Cuyahoga Falls to contact the Ohio Environmental Protection Agency to confirm statements contained within this application, including item # 5, and to review applicable confidential records.

As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation, to release specific tax records to the local jurisdiction considering the request.

Applicant acknowledges an understanding of the following:

- If approved by City Council, there is a \$750 application fee payable to the Ohio Development Services Agency;
- All abatements are only on the improved value of the property;
- Property valuations are determined by the County of Summit Fiscal Office; and
- The investment amounts noted in item # 10 may not be fully reflected in the final appraised value of the property as determined by the County of Summit Fiscal Office.

Receipt of an abatement also requires the following:

- Annual reporting each year of the abatement, including, but not limited to the project investment, payroll and job creation levels identified in this application; copy of W-3 Transmittals; and other items as determined by the State of Ohio Development Services Agency;
- Commitment by applicant and/or any commercial tenant to provide a scholarship in the amount of \$1,000.00 per year and three (3) internships to the Cuyahoga Falls School District for the entire period of the abatement, being [10] years;
- Commitment by applicant and/or any commercial tenant to provide public art in and/or around the new development pursuant to the newly adopted Master Public Arts Plan for Cuyahoga Falls;
- Commitment by applicant AND any commercial tenant to join the Downtown Cuyahoga Falls Partnership; and
- Payment to the City of Cuyahoga Falls of an annual fee in the amount of 1% of the incentives offered, but no less than \$500 and no greater than \$2,500.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Karl Warther President
Name of Property Owner Title

[Signature] 4/16/21
Signature Date

Kurt Warther Vice President
Name of Property Owner Title

[Signature] 4/16/21
Signature Date

Aaron Heller Secretary
Name of Property Owner Title

[Signature] 4/16/21
Signature Date

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Development or Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

This document is for application purposes only and must be signed in order to be accepted for consideration. All terms and conditions proposed are subject to City of Cuyahoga Falls and State of Ohio approval.

b. Business' reasons for requesting tax incentives (Be quantitatively specific as possible):

We are requesting a tax incentive based on the viewpoint that this project is a "win-win" proposition for both our business and the city. Since taking over this location in 2013 we have experienced a near doubling of sales. We have also increased the tax base as gross wages have increased by over 130% as well. However, we are at the point that our existing infrastructure currently limits the number of employees that we are able to physically staff at any one time. A prototypical Dairy Queen Grill & Chill is 2,663 ft² in size and our current building is 2,578 ft². The proposed design is 3,954 ft². This increased space of course comes at additional project cost, but we will utilize this area for additional staffing as outlined in this application. A significant portion of our employees are high school-aged which allows us to help impart basic work-life skills for the city's youth. However, we have also ventured to increase our professional management positions over the years and this new store will serve as an ideal training store for this and our other locations. Increased office space will also allow one of the salaried business owners to transfer his basis of operations from Stow. Also alleviated will be current parking and drive thru queueing deficiencies, the latter of which can cause traffic backups onto Portage Trail. In conclusion, this new building will also be one of the few in the nation to feature Dairy Queen's newest design standard approved in late 2020. Replacing a building constructed in 1969 with one of modern interior/exterior design and amenities can only be a positive for the neighborhood and city's image and would fit in nicely with the great progress already made the past few years in that regard.

COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT

THIS AGREEMENT made on _____, between:

The City of Cuyahoga Falls
an Ohio Municipal Corporation
2310 Second Street
Cuyahoga Falls, OH 44221
(the "CITY")

and

Parfait Properties, LLC
715 Portage Trail
Cuyahoga Falls, OH 44221
(the "COMPANY")

WITNESSETH:

WHEREAS, the CITY of Cuyahoga Falls has encouraged the development of real property in the Northern District located in the area designated as a Community Reinvestment Area;

WHEREAS, the Council of the City of Cuyahoga Falls, Ohio by Ordinance No. 12-2021 and adopted on February 10, 2021 creating the Portage Trail Midtown Community Reinvestment Area, pursuant to Chapter 3735 of the Ohio Revised Code, which designates the Portage Trail Midtown Community Reinvestment Area as a Community Reinvestment Area and provides tax abatement within said area to property zoned commercial, residential, and office consistent with applicable zoning regulations are met;

WHEREAS, effective February 10, 2021, the Director of the Development Services Agency determined that the area designated in Ordinance No. 12-2021 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735 and effective on February 10, 2021 determined that amended area designated in Ordinance No. 12-2021 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735;

WHEREAS, Parfait Properties, LLC is desirous of constructing a 3,608 square foot Dairy Queen Grill & Chill restaurant that will consist of double drive-thru lanes, separate pay and pickup drive-thru windows, increased parking and an outdoor patio with a fireplace at 715 Portage Trail, Cuyahoga Falls, Ohio 44221 (Parcels 0200234, 0201665, 0212992, 0216493, 0216494, 0216495 (parcels will be combined once approved by Summit County)) (the "PROJECT"), within the boundaries of the Portage Trail Midtown Community Reinvestment Area, provided the appropriate development incentives are available to support the economic viability of said PROJECT;

WHEREAS, the City of Cuyahoga Falls, having the appropriate authority for the stated type of PROJECT is desirous of providing **Parfait Properties, LLC** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code;

WHEREAS, **Parfait Properties, LLC** has submitted a proposed agreement application (herein attached as Exhibit A) to the City of Cuyahoga Falls;

WHEREAS, **Parfait Properties, LLC** has remitted the required state PROJECT fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement;

WHEREAS, the Director of Development of the City of Cuyahoga Falls has investigated the application of **Parfait Properties, LLC** and has recommended the same to the Council of the City of Cuyahoga Falls on the basis that **Parfait Properties, LLC** is qualified by financial responsibility and business experience to preserve and create employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Cuyahoga Falls, Ohio;

WHEREAS, the PROJECT site as proposed by **Parfait Properties, LLC** is located in the Cuyahoga Falls Local School District and the Board of Education of the Cuyahoga Falls Local School District has been notified in accordance with Section 3735.67 and been given a copy of the application;

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to the matters hereinafter contained; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

I. THE PROJECT

- A. The COMPANY shall construct a 3,608 square foot Dairy Queen Grill & Chill restaurant that will consist of double drive-thru lanes, separate pay and pickup drive-thru windows, increased parking and an outdoor patio with a fireplace located at 715 Portage Trail, Cuyahoga Falls, Ohio 44221 (Parcels 0200234, 0201665, 0212992, 0216493, 0216494, 0216495 (parcels will be combined once approved by Summit County)). The scope of the PROJECT includes construction on six (6) parcels that will be combined into one (1) parcel once approved by Summit County. Parcels #0200234, 0201665, 0212992, 0216493, 0216494, 0216495 are located within the Portage Trail Midtown CRA District in the City of Cuyahoga Falls, Ohio.

The PROJECT will involve a total investment of approximately \$1,850,000.00 (One Million Eight Hundred Fifty Thousand Dollars), plus or minus 10% at the PROJECT site. Included in this investment is approximately \$1,600,000.00 (One Million Six Hundred Thousand Dollars) for new construction, approximately \$200,000.00 (Two Hundred Thousand Dollars) in new machinery and equipment, and approximately \$50,000.00 (Fifty Thousand Dollars) for furniture and fixtures.

- B. The COMPANY shall put forth their best efforts to create the following new employment opportunities: four (4) permanent full-time employees and twenty-one (21) permanent part-time employees are anticipated to be hired for this PROJECT by December 31, 2021.
- C. The new annual payroll will result in approximately, plus or minus 10%, \$221,000.00 (Two Hundred twenty-one Thousand Dollars) in full-time and part-time permanent employees.
- D. No tax abatement shall be granted unless this agreement is fully executed before any construction begins.
- E. Construction on the PROJECT is expected to begin June 1, 2021 and to be completed by December 31, 2021 provided the requested tax abatement is granted.

II. REAL PROPERTY TAX ABATEMENT

- A. The CITY hereby grants the COMPANY a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts for each portion of the PROJECT represented in an exemption application:

Tax Years 1-10	50%
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- B. The identified PROJECT improvement will receive a ten (10) year, 50% exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation.
- C. The COMPANY must annually file the appropriate tax forms with the Cuyahoga Falls Housing Officer to effect and maintain the exemptions granted by this agreement.
- D. The COMPANY shall pay an annual fee equal to the greater of one percent (1%) of the dollar value of incentives offered under the agreement or Five Hundred Dollars (\$500.00); provided, however, that if the value of the incentives exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). The fee shall be made payable to the CITY once per year for each year the agreement is effective commencing on the first anniversary date of this agreement and payable in the form of a check. The fee is to be made payable to the City of Cuyahoga Falls, Ohio. This fee shall be deposited into a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.672 of the Ohio Revised Code and by the Tax Incentive Review Council (TIRC) created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.
- E. The COMPANY shall create a scholarship of \$1,000.00 annually during the term of the abatement (10 years). The annual scholarship shall be made payable to the Cuyahoga Falls Scholarship Foundation & Alumni Association and mailed via regular U.S. mail on an annual basis no later than March 31st of every year to 431 Stow Avenue, Cuyahoga Falls, Ohio 44221. The scholarship shall be awarded to a student selected by the Foundation Board as part of its regular program of annual scholarships. The COMPANY will also

continue to make annual donations to the school district as requested throughout the school year.

- F. The COMPANY shall provide public art in and/or around the new development pursuant to the City's newly adopted Master Arts Plan.
- G. The CITY shall submit executed copies of this agreement to the Ohio Development Services within fifteen (15) days of its execution.
- H. The CITY shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement, including, without limitation, joining in the execution of all documentation and providing necessary certificates required in connection with such exemptions.
- I. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the CITY revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the COMPANY materially fails to fulfill their obligations under this agreement and the CITY terminates or modifies the exemptions from taxation granted under this agreement.
- J. If the COMPANY materially fails to fulfill their obligations under this agreement, or if the CITY determines that the certification as to delinquent taxes required by this agreement is fraudulent, the CITY may terminate or modify the exemptions from taxation granted under this agreement. The CITY may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
- K. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the COMPANY, any successor to that person, or any related member (as defined by section 3735.671(E) of the Ohio Revised Code) has violated the prohibition against entering into this agreement under section 3735.671(E) of the Ohio Revised Code, prior to the time prescribed by those sections.

III. ADDITIONAL COMPANY OBLIGATIONS

- A. The COMPANY shall pay such real property taxes that are not exempted under this agreement and are charged against such property to the extent of any portion of the PROJECT it owns, and shall timely file all federal, state, and local tax reports and returns as required by law. If COMPANY (or any subsequent purchaser of any portion of the PROJECT) fails to pay such taxes or file such returns and reports, all incentives granted under this agreement for the benefit of any particular parcel are rescinded as to that particular parcel or parcels only, beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
- B. The COMPANY shall submit all appropriate plans and apply for all necessary permits through the CITY and the County of Summit, Department of Building Standards.
- C. The COMPANY shall provide the Cuyahoga Falls Housing Council and the Cuyahoga Falls Housing Officer with all information requested by them to evaluate the COMPANY

compliance with this agreement and with the ordinance, including without limitation, returns filed pursuant to section 5711.02 of the Revised Code, if so requested by the Housing Council or the Housing Officer.

IV. THE COMPANY'S REPRESENTATIONS

- A. The COMPANY hereby certifies that at the time this agreement is executed, the COMPANY and/or COMPANY owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and owes no delinquent taxes for which the COMPANY and/or owner are liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the COMPANY is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under the 11 U.S.C.A. 101 et seq., or such a petition has been filed against the COMPANY. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code or other legislation governing payment of those taxes.
- B. The COMPANY and/or owner affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the state; and (3) any other moneys to the State, a state agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- C. The CITY has developed a policy to ensure recipients of Community Reinvestment Area tax benefits to practice non-discriminating hiring in its operations. By executing this agreement, the COMPANY and COMPANY owner is committing to following non-discriminating hiring practices in its operations at the site of the PROJECT acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
- D. The COMPANY affirmatively covenant that they have made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the COMPANY has knowingly made such a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the COMPANY shall be required to immediately return all benefits received under this agreement pursuant to ORC Section 9.66(C) (2) and shall then be ineligible for any future economic development assistance from the State, a state agency, or a political subdivision of the state pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a first-degree misdemeanor under ORC Section 2921.13(E)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

V. TERM

The COMPANY and the CITY acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Cuyahoga Falls, Ohio as a condition for the agreement to take

effect. This agreement takes effect upon such approval and shall extend for the term of the tax exemption, unless earlier terminated as provided herein.

VI. MISCELLANEOUS PROVISIONS

- A. This agreement shall be binding upon the heirs, successors, and assigns of the parties, but the COMPANY shall not assign its interests under this agreement without the express written consent of the CITY, except as otherwise provided in this agreement. The CITY hereby approves the assignment of this agreement to (i) any affiliated entity of the COMPANY, which is wholly owned by the COMPANY, for the purpose of acquiring and developing the PROJECT and to (ii) any purchaser of units to the extent necessary for the purchaser of the unit to effect and maintain the tax exemption as provided in Section II(C).

Each party represents and acknowledges that it has taken all necessary actions to bind itself to this agreement.

Any notice given pursuant to this agreement shall be deemed received when delivered personally to the receiving party, or sent by certified mail, return receipt requested, to the addresses set forth above, or to any other address as the receiving party may direct in writing.

- B. If any provision contained in this agreement shall be found invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect any other provision of this agreement, and it shall be construed as if it had never contained such provision.
- C. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings, written or oral, between the parties and their agents regarding the above subject matters.
- D. No amendment or modification of this agreement shall be binding unless the same is in writing, dated after the date of this agreement, and duly executed by the parties.
- E. The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- F. No waiver by any party of any default or breach of any term, condition, or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
- G. Time is of the essence of this agreement.
- H. The section and paragraph headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.
- I. This agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

J. This agreement shall be construed under and in accordance with the laws of the State of Ohio. The parties hereby consent to venue in Summit County, so that the Summit County Common Pleas Court shall have exclusive and original jurisdiction to adjudicate any dispute, whether for interim or provisional relief.

IN WITNESS WHEREOF, the City of Cuyahoga Falls, Ohio, by Don Walters, its Mayor and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2021 and Parfait Properties, LLC, by _____, _____ has caused this instrument to be executed on this _____ day of _____ Title _____ 2021.

WITNESSED BY:

City of Cuyahoga Falls, Ohio:

Donald S. Walters, Mayor

Diana Colavecchio, Director of Community Development

Parfait Properties, LLC

Name

Title

Parfait Properties, LLC

Name

Title

Parfait Properties, LLC

Name

Title

Approved as to form and correctness:

City of Cuyahoga Falls

Janet Ciotola, Law Director