

REQUEST FOR PROPOSAL



RFP #6735

Columbus Peninsula Riverfront Development Partnership

DISTRIBUTED: February 17, 2023

RFP SUBMITTAL DUE: March 24, 2023 (EDT)

CLEVELAND METROPARKS

LEGAL NOTICE

REQUEST FOR PROPOSAL

Proposals must be received and entered into Public Purchase, <http://www.publicpurchase.com>, by **2:00 P.M. (EDT)** on Friday, March 24, 2023 at which time proposals will be publicly opened via WebEx at <https://cmparks.webex.com/cmparks/j.php?MTID=m9d264b930a17d6b82473ae2061e3dd2> for call in at 408-418-9388 (meeting number (access code): 2633 428 7940 and meeting password: v2JXDMP2mJ4) and proposers recorded. As set forth in ORC 9.28, proposals will be available for public inspection after Cleveland Metroparks makes an award. No late proposals will be considered.

RFP #6735: Columbus Peninsula Riverfront Development Partnership (Lakefront Reservation)

Proposers must comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Cleveland Metroparks is a governmental agency exempt from all local, state and federal taxes. Proposers shall be responsible for the collection of and payment of all sales and other taxes that may be applicable.

Proposals must be received and entered into Public Purchase, <http://www.publicpurchase.com>.

Any person who submits, or attempts to submit, a proposal is solely responsible for the method of submission and assumes the risk that the proposal may be delayed or not received by Cleveland Metroparks, whether by reason of equipment malfunction, human error or any other cause whatsoever. LATE PROPOSALS WILL NOT BE CONSIDERED.

No proposal may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of proposal.

Cleveland Metroparks reserves the right, in its sole discretion, to negotiate or to reject any and all proposals and parts of any and all proposals and waive all technicalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT.

Charlie Rosol
Director of Procurement
The Plain Dealer: February 17, 2023

Columbus Peninsula Riverfront Development Partnership

RFP #6735

This Request for Proposal consists of:

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REQUEST FOR PROPOSAL INSTRUCTIONS:

This is an Issuance of Request for Proposals (RFP) for Columbus Peninsula Riverfront Development Partnership which involves impactful development of the former Marlin Investment Group LLC property on Merwin Ave in the Flats; RFP #6735, at Lakefront Reservation 1615 Merwin Ave. and 1599 Leonard St., Cleveland, OH 44113.

A. BACKGROUND INFORMATION REGARDING CLEVELAND METROPARKS

Cleveland Metroparks exists as a separate political subdivision of the State of Ohio and is not part of any local or other political subdivision. Cleveland Metroparks is comprised of nearly 25,000 acres, 18 reservations, 8 golf courses and Cleveland Metroparks Zoo. The Park District is governed by Cleveland Metroparks Board of Park Commissioners, represented by three citizens who serve three-year, staggered terms without compensation. Board members are appointed by the Presiding Judge of Probate Court of Cuyahoga County, the Honorable Anthony J. Russo, and members currently include Debra K. Berry, Bruce G. Rinker and Dan T. Moore.

The purpose of Cleveland Metroparks is rooted in the enabling legislation creating the Park District in 1917, as articulated in the Ohio Revised Code Section 1545.11:

The Board of Park Commissioners may acquire lands either within or without the Park District for conversion into forest reserves and for the conservation of the natural resources of the state, including streams, lakes, submerged lands and swampland, and to those ends may create parks, parkways, forest reservations and other reservations and forest, develop, improve, protect and promote the use of the same in such manner as the Board deems conducive to the general welfare.

Cleveland Metroparks Mission: Protecting nature, connecting communities and inspiring conservation of our world.

Diversity Statement: Diversity at Cleveland Metroparks is the acceptance, appreciation, and inclusion of differences among people to foster an environment where individuals are valued and equal opportunities are created so that all employees can reach their potential, maximize their contributions, and advance Cleveland Metroparks' mission and level of excellence. Diversity refers to differences among people with respect to race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Additionally, Cleveland Metroparks respects diversity of thought and practice, including, but not exclusive to education, socio-economic background and work experience.

Cleveland Metroparks employs an equal opportunity policy and sources and involves minority enterprises in all of its bids and quotes for competitive participation. Cleveland Metroparks invites minority and female business enterprises (MBEs/FBEs) to participate in this and all other requests for proposals.

B. CONTRACT TERMS

An Agreement of Purchase and Sale (“PSA Agreement”) exists between Cleveland Metroparks and Marlin Investments LLC (“Marlin”) for an approximately 0.274 acre parcel of land, known as Permanent Parcel Number 101-16-020 located at 1599 Leonard Street in the City of Cleveland, Ohio, and an approximately 0.25 acre parcel of land, known as Permanent Parcel Number 101-16-019 located at 1615 Merwin Avenue in the City of Cleveland, Ohio (collectively, the “Property”). The PSA Agreement is assignable and the intent is to assign the PSA Agreement to the selected Proposer. The Proposer and Cleveland Metroparks shall enter into a binding Project Development Agreement which will define provisions and performance guarantees and timelines associated with the Proposer’s development of the Property. Proposer shall develop a timeline that guarantees closing on the Property by December 15, 2023. However, the closing may occur after December 15, 2023 based upon further negotiations between Cleveland Metroparks and Marlin. The Project Development Agreement shall stipulate details such as intended use of the Property, restrictions on perpetual use of the Property, a financial security measure (i.e. bond), the timeline for redevelopment of the Property, future transfer rights of the Property, the use of development incentives and tax credits, aesthetics and property management and maintenance, among other items.

Cleveland Metroparks is not liable for any cost incurred by Proposer prior to signing a Project Development Agreement. The contents of this RFP and the proposal may become contractual obligations, pending negotiations.

C. BACKGROUND

Cleveland Metroparks is seeking proposals from experienced real estate developers for the redevelopment or historic preservation / rehabilitation (or combination thereof) of the Property in the Flats area of downtown Cleveland, Ohio. Cleveland Metroparks view the selection of the Proposer as a partnership to advance the Development Goals. The proposed development is to be consistent with the goals and Core Values of Cleveland Metroparks and complimentary to the Cleveland Metroparks Second Century of Stewardship System Plan (<https://www.clevelandmetroparks.com/about/planning-design/the-second-century-of-stewardship-system-plan>).

Furthermore, Cleveland Metroparks intends, over time, to develop parcel 101-16-001 at 1600 Merwin Avenue with public access along the east bank of the Cuyahoga River (the “Riverfront Property”), with the final intention, as described in the Vision for the Valley initiative (<https://visionforthevalleycle.com/>), of a continuous riverfront riverwalk from Columbus Road at Rivergate Park to Settler’s Landing with a future connection to the Flats East Bank. Although the Riverfront Property is intended for public access directly along the riverfront, Cleveland Metroparks will entertain Proposer’s ideas for private development (not parking) along the frontage of Merwin Avenue, given that at least a thirty (30) foot corridor be reserved along the riverfront for public access.

Site Overview

The 0.52 acre Property consists of two contiguous parcels currently occupied by structures. An Existing Facility Assessment of the structures has been prepared and is available for review upon request. The overall site is bounded on the west side by Merwin Ave, the northeast side by Leonard St., and on the south side by formerly vacated Kramer Ct. Cleveland Metroparks encourages respondents to propose and fully describe a redevelopment plan for these parcels that includes certain

use and design considerations detailed in this section, and all proposal requirements outlined in Section E(5).

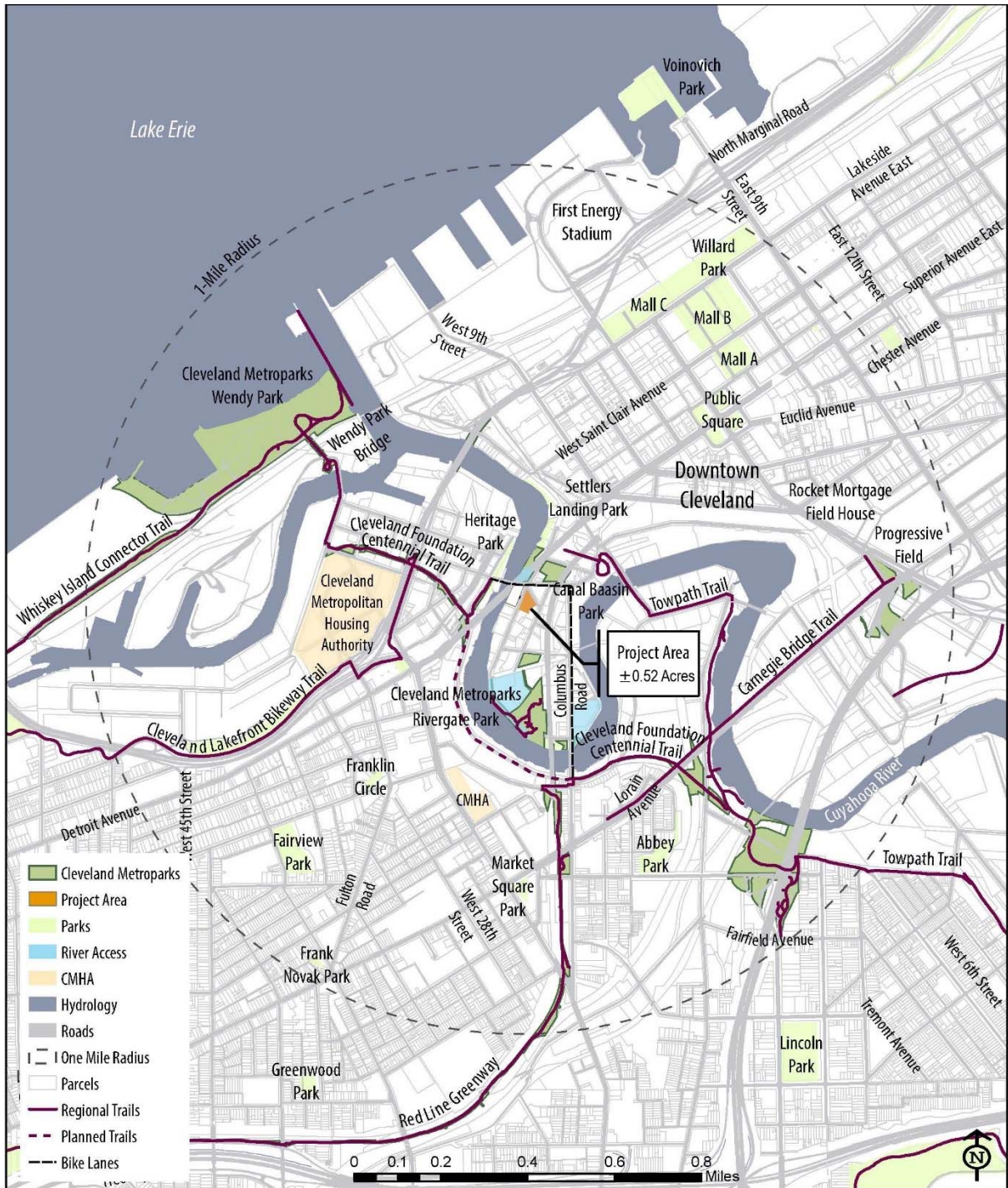


Figure 1-1: Project Site One-Mile Vicinity

The Cuyahoga River Valley and The Flats



Figure 1-2: View of Downtown from Flats

As reinforced by the Vision for the Valley Plan, the Cuyahoga River is one of our region's primary defining resources, and the reason the City of Cleveland exists today. This location and water access led to the city's rapid growth, including establishing significant industry and commerce, eventually elevating Cleveland to become the fifth largest city in the United States. However, industry and commerce also led to pollution, creating conditions for the 1969 Cuyahoga River fire, among many other. This moment in Cleveland's history helped create an environmental movement, driving the eventual creation of the Environmental Protection Agency, the Clean Water Act, and

the Clean Air Act.

The Cuyahoga River Valley continues to experience a unique renaissance, one that spans across industry, development, environment, and public spaces. The Port of Cleveland and the industrial businesses along the riverfront continue to evolve and thrive, generating a local and regional economic impact of over \$3 billion dollars with new opportunities emerging. There has been significant investment over the last 15 years in residential, commercial, and entertainment developments which have transformed vacant historical buildings and underutilized properties. Recent investments include but are not limited to The Flats East Bank, Canal Basin Park, The Towpath Trail, Irishtown Bend, Cleveland Rowing Foundation, Scranton Road Peninsula, Wendy Park, The Foundry, Merwin's Wharf, and Cleveland Foundation Centennial Lake Link Trail.

Planning work for future development in the area include efforts such as the Thunderbird Scranton Peninsula Master Plan and the Bedrock Cuyahoga Riverfront Plan, both working to bring residential neighborhoods, public spaces, and expanded parks and trails to the Flats.

The environmental health of both the river and the valley have drastically improved due to the ongoing efforts of myriad partners including private enterprise, conservancies, neighborhood groups, local and regional non-profits, state and federal agencies, and

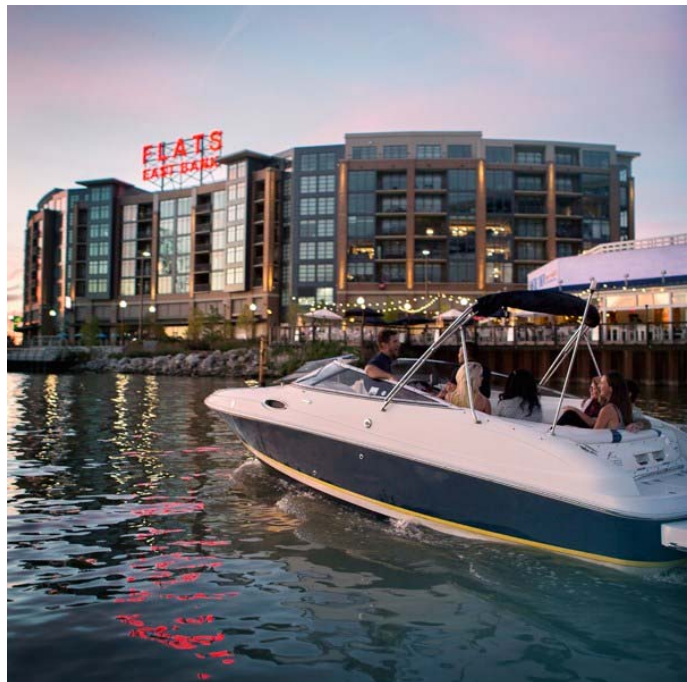


Figure 1-3: East Bank of the Flats

local government. Access to and public spaces around the river have also improved. Multi-use paths, trails, and parks have been implemented and continue to be planned, providing the community with critical greenspace. Recreational use on the river itself has increased in the form of rowing, paddle boarding, kayaking, and other means.

Columbus Peninsula

Originally envisioned in the 1830s to be an international center of business and trade, the Columbus Peninsula in the Flats struggled to live up to its lofty expectations. After decades of industrial development and subsequent deindustrialization in the mid-20th century, much of the peninsula fell into disuse and was not fully utilized for decades. The rich history of this area was memorialized in 2013, with the creation of the Cleveland Centre National Register Historic District, which encompasses much of the Columbus Peninsula, including the site for this project. This designation promotes development of the area by opening funding opportunities through easements and historic tax credits.

In recent years, spurred by redevelopment in the Flats, the Columbus Peninsula has begun to see significant investment, particularly from recreational entities. Cleveland Metroparks, The Foundry, the Cleveland Rowing Foundation, and numerous others have all made the Columbus Peninsula a destination for recreational opportunities in the city. This, in addition to several restaurants including Cleveland Metroparks' Merwin's Wharf contribute to the constantly growing momentum in the area and provide value to the many development opportunities on the peninsula.



Figure 1-4: Merwin's Wharf Restaurant

The Project site now sits at the origin/terminus of the 101-mile Ohio & Erie Canal Towpath Trail and first phases of Canal Basin Park, which is set for further expansion. Additionally, Cleveland Metroparks is opening the first ever publicly available boat docks on the Cuyahoga River at Rivergate and Heritage Parks in May of 2023.

Site Context and Advantages

Key Location

The Property is well positioned in downtown Cleveland, just southwest of Public Square and Tower City Center, and south of the newly redeveloped East Bank of the Flats. The Property has the opportunity to capitalize on numerous access routes and close proximity to the shorelines of both the Cuyahoga River and Lake Erie. This Property also benefits from the opportunity to capitalize on visitors attending sporting events at the nearby Rocket Mortgage Fieldhouse (Cleveland Cavaliers and Cleveland Monsters), Progressive Field (Cleveland Guardians), and FirstEnergy Stadium (Cleveland Browns).

The Property is within walking distance to dozens of restaurants and businesses in the Flats and downtown Cleveland and connected to a wealth of recreational opportunities with nearby parks and trails. This includes Rivergate Park and Merwin's Wharf just to the south on the Columbus Peninsula.

The Property will also have prime access to two major greenspace developments in the area, Canal Basin Park and Irishtown Bend. Canal Basin Park is an in-progress 20+-acre park in the historic location where Ohio & Erie Canal met the Cuyahoga River and will add significant greenspace to the Columbus Peninsula. The redevelopment of Irishtown Bend seeks to transform a failing hillside and regional liability on the bank of the Cuyahoga River into a 24-acre waterfront park following the Port of Cleveland's stabilization of the hillside. The Irishtown Bend project represents a likely investment of \$40M.

Proposals in response to RFP#6735 shall compliment the recreational character of the adjacent public spaces, continuous trail connections, and riverfront access in the Flats.

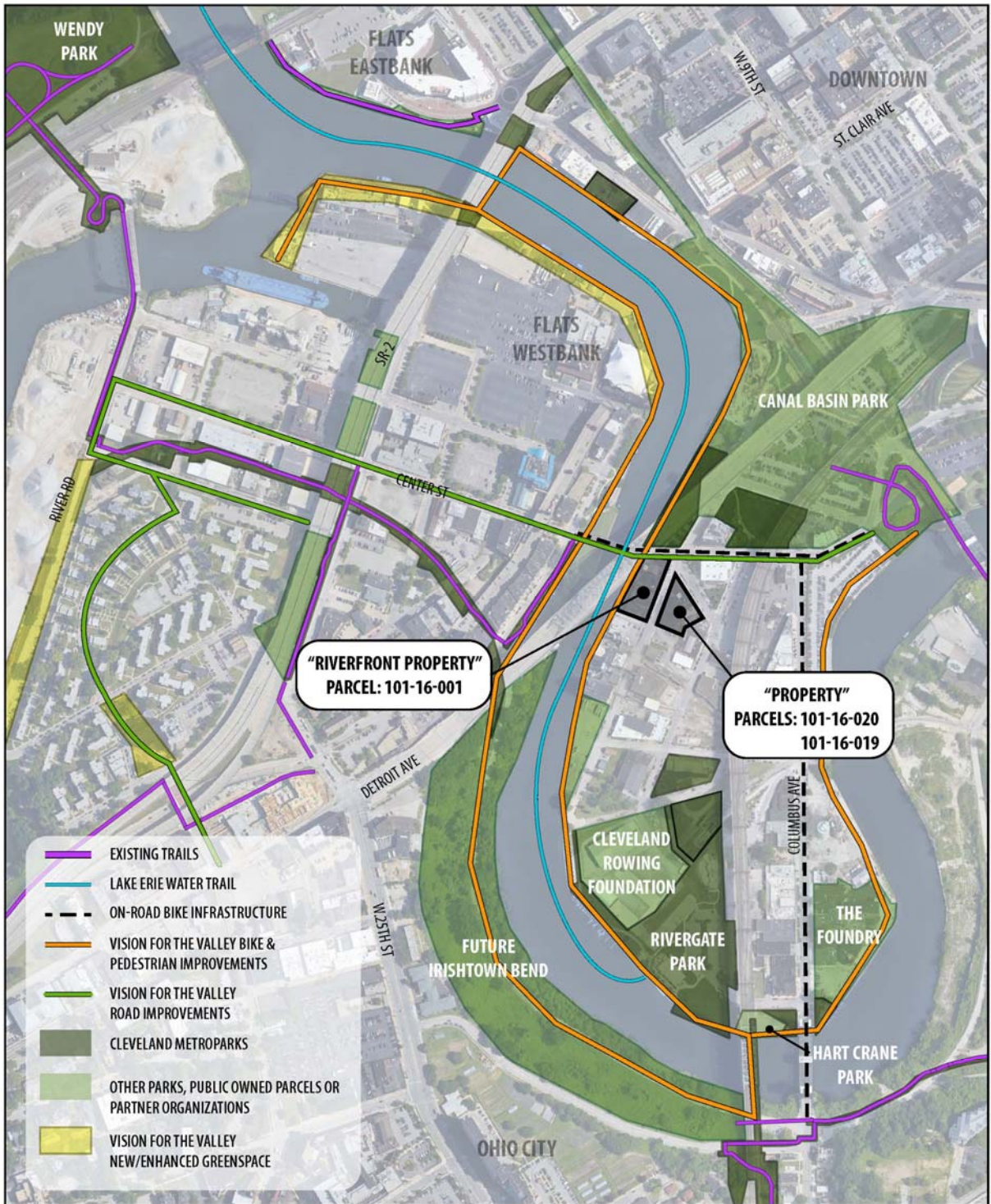
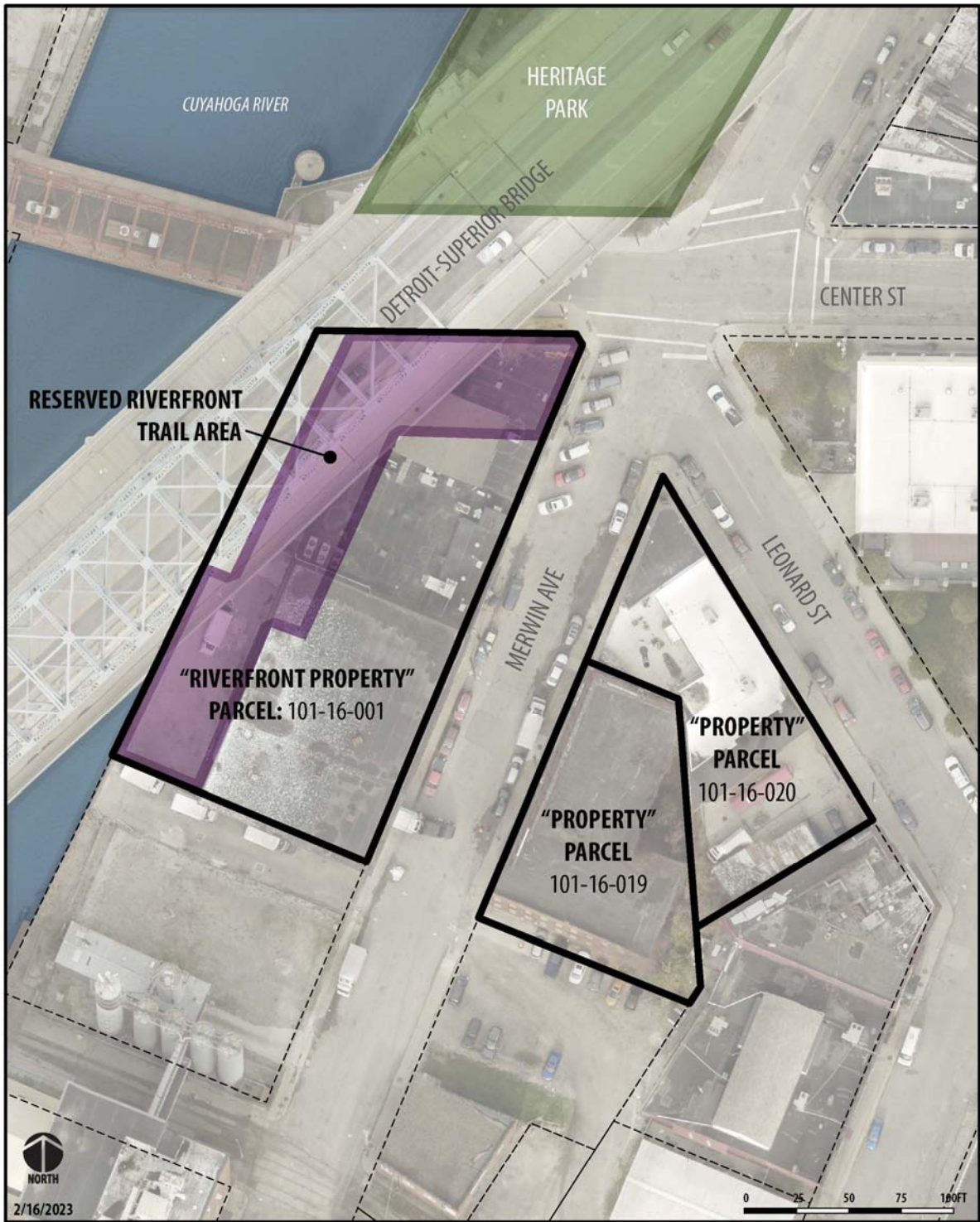


Figure 1-5: Site Proximity to Trails and Greenspace



PARCEL LOCATIONS



Figure 1-6: Parcel Location and Reserved Riverfront Trail Area

Transportation

The Property is located on Merwin Ave. and is served by several forms of public transportation within a mile, including rail stops at nearby Greater Cleveland Regional Transit Authority (GCRTA) Waterfront Line light rail at Settler's Landing Park to the north and Red Line Heavy Rapid Transit at W. 25th St to the south, and bus access at Huron Rd. downtown. The Property is near highway access to the Cleveland Memorial Shoreway (Rt. 2) and has nearby access to the Cleveland Foundation Centennial Lake Link Trail and the celebrated origination of the Ohio & Erie Canal Towpath Trail that stretches 101 continuous miles south to Tuscarawas County.

Utilities

All major utilities are available at the Property, including water, electric, natural gas, sanitary sewer and communications. The condition and capacity of the utilities has not been verified.

Current Conditions

1. There are currently two major structures on the Property, the "Inman Building" at 1599 Leonard St., and the "Geist Building" at 1615 Merwin Ave. An Existing Facility Assessment has been prepared and is available upon request for review. The Geist Building has recently experienced a partial collapse and its condition has been temporarily secured.
2. Total size of the Property is approximately 0.52 acres; the parcel at 1599 Leonard St. encompassing 0.27 acres, and the parcel at 1615 Merwin Ave. covering 0.25 acres.
3. The Riverfront Property at 1600 Merwin Avenue is approximate .55 acres and is occupied by four separate but connection buildings. Although the Riverfront Property is intended for public access directly along the riverfront, Cleveland Metroparks will entertain Proposer's ideas for private development (not parking) along the frontage of Merwin Avenue, given that at least a thirty (30) foot corridor be reserved along the riverfront for public access.

Regulatory Framework

1. The Property is included in the Cleveland Centre National Register Historic District (Ref. No. 13001117), for which the two existing buildings on the parcels are listed as contributing structures. This inclusion carries with it no specific building requirements or restrictions, but State Historic tax credits may be available for historic restoration. Additional state and local coordination will be required if federal funds are utilized. More information about the historic district is available on the websites of [Canalway Partners](#) and [Cleveland Historical](#).
2. Entitlement review for this development, including any changes to the existing structures will be managed by the City of Cleveland Planning Commission and its Design Review process. This Property resides within the Downtown/Flats Region design review district. More information and guidelines for the process are available on the [City of Cleveland's Design Review webpage](#).
3. The City of Cleveland has recently shifted to a Form-Based Code system for its zoning, and the Property lies within an Urban Form Overlay district. These districts were established to encourage pedestrian-oriented, walkable urban streets that also preserve the character of Cleveland neighborhoods. Detailed regulations are outlined in Cleveland's [Code of Ordinances Section 348](#).
4. The Proposer is responsible for performing their own due diligence relative to the entitlement process.

Available Due Diligence and Documents

Potential Proposers are encouraged to request from Cleveland Metroparks documents to assist in the evaluation of the Project site. Following the completion of the attached Non-Disclosure Agreement

(NDA), the following documents can be provided: 1) Purchase and Sale Agreements with Marlin Investments LLC; 2) Environmental Reports (provided for information only and non-reliance); 3) Title Report (provided for information only and non-reliance); 4) ALTA Survey (provided for information only and non-reliance); 5) Existing Facility Assessment (provided for information only and non-reliance). Requests, along with a signed copy of the NDA, shall be sent to Karen Powell (klp@clevelandmetroparks.com) with a strict e-mail subject line of “RFP 6735 Request For Due Diligence”.

Development Goals

Cleveland Metroparks values teams that understand the current market dynamics and desire proposals that reflect the best uses to contribute to vibrant development in the Flats, provide strong public spaces, improve quality of life of Cleveland citizens, and increase the long-term sustainability of the Flats through community-supported redevelopment of the site.

Cleveland Metroparks is seeking proposals that are responsive to, but are not limited to, the following development priorities:

1. Aligns with goals and Core Values of Cleveland Metroparks, Vision for the Valley plan, and goals of neighborhood entities;
2. Meets proposal requirements outlined in Section E(5);
3. Provides a mixed-use facility (or facilities) that enhances the Flats neighborhood offerings;
4. Provides and expands opportunities for activated, connected, and accessible public spaces;
5. Respects and compliments the Cleveland Centre National Register Historic District;
6. Demonstrates adaptive reuse of historic structure(s), if economically and structurally possible;
7. Gives consideration to community feedback and recent planning efforts;
8. Incorporates sustainable and innovative development principles and building standards, including stormwater management and green building practices;
9. Features meaningful participation of Minority, Disadvantaged, EDGE and/or Woman-Owned Business Enterprises (MWBES) in the Project execution team;
10. Maximizes economic impact and maximizes the ability to attract incentives and creative financing in the current development environment to accomplish execution in the near-term; *notwithstanding, any tax abatement or tax increment financing (TIF) incentive sought or received for the Project shall include a payment in lieu of taxes directly to the Cleveland Metroparks for funds surrendered as part of the abatement or TIF package.*
11. Encourages visitor and pedestrian traffic in the Flats; and
12. Incentivizes alternative modes of transportation connecting to the site with Transportation Demand Management (TDM) strategies. Possible strategies may include but are not limited to visible, sheltered short-term bicycle parking for visitors and customers; secure, indoor bicycle parking for residents, guests and employees; unbundling parking costs from residential and commercial lease costs; on-site car share and/or bike share facilities; and transit pass incentives for tenants and employees.

D. IMPORTANT RFP DATES *(Subject to change)*

Date: February 17, 2023	Date RFP advertised
Date: March 6, 2023, 10:00	Optional pre-proposal walkthrough (dress for the weather). No media permitted. Credentials are required and advanced registration is suggested with Karen Powell (klp@clevelandmetroparks.com).
Date: March 8, 2023, 5:00 p.m.	Deadline for written questions from Proposers
Date: March 13, 2023, 5:00 p.m.	Deadline for written responses to Proposers
Date: March 17, 2023, 5:00	Deadline for request of materials covered by NDA.
Date: March 24, 2023, 2:00 p.m.	Deadline for submitting Proposals
Date: Week of April 3 rd , 2023	Potential Interviews (At Cleveland Metroparks Discretion) (4/3/23 – 1:00 – 5:00 - subject to change)
Date: Week of April 10 th , 2023	Framework of Project Development Agreement Developed with preferred Proposer
Date: April 20, 2023	Cleveland Metroparks Board of Park Commissioners review staff recommendation of selected Proposer (subject to change)
Date: April 27, 2023	Contract start date (subject to change)

E. RFP PROCESS

1. Invitation

Proposals for RFP #6735 (“Proposals”) must be received and entered into Public Purchase, <http://www.publicpurchase.com>, by **2 p.m. (EDT), on March 24, 2023**, at which times Proposals will be recorded for the Columbus Peninsula Riverfront Development Partnership. Proposals shall be opened and bidders recorded on the date indicated in the Legal Ad. Proposals will become open for public inspection after Cleveland Metroparks makes an award (as referenced in O.R.C. 9.28).

2. Cleveland Metroparks Contact Personnel

Charlie Rosol, Director of Procurement
 Phone: 216.635.3225
 Email: ecr@clevelandmetroparks.com
 Address: 4101 Fulton Parkway, Cleveland, Ohio 44144

3. Written Questions

Written questions must be submitted via www.publicpurchase.com by Wednesday, March 8, 2023, by 2:00 p.m. (EST). Only written questions received by Wednesday, March 8, 2023, by 5:00 p.m. (EST) shall be answered by Cleveland Metroparks by Monday, March 13, by 5:00 p.m. (EDT) via www.publicpurchase.com. Cleveland Metroparks will not be responsible for any oral instructions or information.

4. Pre-Proposal Walkthrough

Cleveland Metroparks will provide a pre-proposal walkthrough on March 6, 2023 at 10:00 a.m. sharp at 1615 Merwin Avenue, Cleveland, OH. Absolutely no media permitted. Credentials are required and advanced registration is suggested with Karen Powell (klp@clevelandmetroparks.com). Please dress for the weather and site conditions. Only general questions will be addressed at the pre-proposal walkthrough. Any specific question will need to be submitted in writing per Section E(3).

5. Requirements of the Proposal

The Proposal shall be completed by each Proposer in such detail as to facilitate a complete and comprehensive analysis. The Proposal should describe all services offered and all charges. Specifically, the Proposal SHALL include the following documents and items:

(FAILURE TO PROVIDE ANY OR ALL OF THESE DOCUMENTS MAY RESULT IN YOUR PROPOSAL BEING REJECTED AND RETURNED.)

- a. Proposal Summary (to be submitted in a concisely formatted manner amongst the other required documents of RFP#6735)

The Proposal Summary must include a Development Plan including, but not limited to, the following information:

- i. Description of Development Team and List of Previous Experience and Project Samples
1. Proposers should provide a listing and brief description of similar or complimentary projects in which they have been involved and their specific role.
 2. Description of Proposer team members and consultants, if known, and their specific roles.
 3. Past experience of available staff, including resumes of critical team members.
 4. A description of the financial performance of the property since development and a statement on whether the property is still owned and operated by the proposer or closely related entity.
 5. Provide a list of specific projects and past involvement in the City of Cleveland.

ii. Description of Development Plan.

1. Description of proposed development plan including approximate square footage of uses, use types, prospective tenant types (tenant names optional).
2. Description of proposed building typology (new ground up, rehab, rehab and addition, etc.).
3. Color rendered concept site plan, conceptual floor plans, and conceptual perspective rendering(s). *These items do NOT need to be exhaustive. Provide enough information to communicate the intent of the Proposal (not a design competition)*
4. Description of design. *This item does NOT need to be exhaustive. Provide enough information to communicate the intent of the Proposal.*
5. Project schedule. *Be sure to represent the closing date of 12/15/23 in the schedule.*

iii. Project Financial Performance

Include the following:

1. Project cost estimate including predevelopment costs, soft costs and construction costs up to project stabilization. *A summary cost estimate is appropriate as extensive detail is not needed.*
2. Operational proforma following project stabilization.
3. Listing of development financial incentives to be sought for the Project. *Note, any tax abatement or tax increment financing (TIF) incentive sought or received for the Project shall include a payment in lieu of taxes directly to the Cleveland Metroparks for funds surrendered as part of the abatement or TIF package.*
4. Financing plan showing explicitly the estimated amount of equity to be invested by the Proposer and/or the Proposer's investors at 1) construction commencement and 2) project stabilization (refinancing). Financing plan shall describe the expected "capital stack" to achieve the project.
5. Provide in clear detail the remuneration provided to and payable by no later than December 15, 2023 for acquisition of the Property. If Proposer has interest in a portion of the Riverfront Property then the same clear detail shall be provided for remuneration for the portion of the Riverfront Property by December 15, 2023. The Project Development Agreement shall guarantee that closing shall occur on the acquired parcels by or on December 15, 2023. Such closing may occur in escrow with transfer and possession occurring on or about December 15, 2023.

iv. Commitment to Cleveland Metroparks' Core Values

Cleveland Metroparks is committed to its core values of Guest Focus, Dignity and Respect, Integrity, Sustainability, Teamwork and Professionalism. Cleveland Metroparks seeks to see those same values in its partners. In their Statement of

Qualifications, Proposers should demonstrate their commitment to Cleveland Metroparks' Core Values by delineating how they will embrace each Core Value. Proposers should also demonstrate their commitment to Cleveland Metroparks' Diversity Statement included above by delineating a staff recruitment strategy designed to reach qualified persons from various demographics of race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, or mental or physical disability and other inclusion and diversity efforts and commitment to sustainability. The Project team shall include and feature meaningful participation of Minority, Disadvantaged, EDGE and/or Woman-Owned Business Enterprises (MWBEs).

v. Additional Information

Any additional data or information that the Proposer considers pertinent to the evaluation of the proposal.

vi. License for Cleveland Metroparks Marks

- a. In responding to this RFP, Cleveland Metroparks hereby grants to Proposers a limited, revocable, non-exclusive, non-transferable right and license to use Cleveland Metroparks' name and logos that are relevant to the RFP (collectively, the "Licensed Material") for the limited purposes of preparing the Proposal. Proposer's use of the Licensed Material shall comply with Cleveland Metroparks' Trademark and Logo Usage Policy, available at <https://www.clevelandmetroparks.com/getmedia/8941790c-2ba5-45b1-bd7f-5b4bcec5c4ed/20171130-Trademark-Policy.pdf.ashx>.
- b. Proposer acknowledges that Cleveland Metroparks has exclusive right, title, and interest in and to the Licensed Material and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest, and Proposer acknowledges that the use of the Licensed Material shall not create any right, title, or interest in the Proposer. Following submission of the Proposal and any presentation to Cleveland Metroparks relating to the Proposal, Proposer will cease from all use of the Licensed Material, except as authorized by separate contract with Cleveland Metroparks.

b. The Proposal Application (see attached)

c. Statement of Proposer's Qualifications (see attached)

d. Proposer's Affidavit Personal Property Tax Certificate (see attached)

e. Certificates of Good Standing

If the Proposer is a corporation or limited liability company (LLC), it shall furnish a certificate of good standing from its state of formation, and, if it is an out-of-state business registered in Ohio as a foreign corporation, a certificate of good standing from the State of Ohio. The corporation/LLC shall also furnish certified resolutions setting forth its authority to submit

the proposal, and the authority of the officer/member signing the proposal to act on behalf of the business entity.

- f. Financial Statements. If Proposer is privately owned, include three (3) years of financial statements and balance sheets as certified by an authorized officer; if Proposer is a public company, include your company's last two annual reports. In addition, provide interim financial reports generated as of a recent date, which statements should demonstrate adequate capitalization for seasonal cash flow fluctuations as well as the ability to fund capital improvements. If the Proposer is or proposes to be a newly-formed business entity, a financial statement shall accompany the Proposal showing the amount of capital pledged or paid in by the stockholders, members or partners, together with their personal financial statements.
- g. Disagreement with RFP Terms. Provide any qualifications or objections to the terms included in the RFP#6735 herein or any objections or qualifications to a forthcoming Project Development Agreement.
- h. Copies
One (1) copy (submitted via Public Purchase) of the entire proposal including all items in Requirements of the Proposal Section E(5).

Proposer Checklist

Your Proposal MUST Include:

- Completed Proposal Application (print and attach in Public Purchase) ____
- 6. Completed Proposal Summary ____
- Statement of Proposer's Qualifications (print and attach in Public Purchase) ____
- Proposer's Affidavit of Personal Property Tax Certificate (print & attach in Public Purchase) ____
- Certificates of Good Standing (as applicable) ____
- Financial Statements ____
- Disagreement with or clarification of RFP Terms ____

Review and Evaluation of Proposals

- a. Preliminary Proposal Review

The review and evaluation process will be conducted in two (2) steps. The preliminary review will consist of a review to be sure the Proposal meets the minimum requirements specified in the RFP. Preliminary Review Proposals in response to the RFP must include all of the requirements in **Section E(5) of this RFP entitled, "Requirements of the Proposal."**

Proposals that pass this initial review will be considered valid Proposals and will move on to the final review. Those that do not, will be filed as rejected and returned to the Proposer.

b. Final Review

All valid Proposals will be reviewed and evaluated based upon the following criteria:

Evaluation of Selection Criteria

The proposals will be reviewed by a committee of Cleveland Metroparks staff. The committee will make a recommendation for select proposer(s) which may be interviewed. The successful proposal will be based upon a review of all of the factors enumerated in Section E(5) and not be awarded based exclusively upon monetary cost or compensation to Cleveland Metroparks. For example, Proposers' past experience with similar project, references, qualifications, including commitment to Cleveland Metroparks' core values, and other factors will also be used to determine the best proposals. More specifically, proposals submitted will be evaluated to determine the best value utilizing the following criteria:

Weight	RFP# 6735 Review and Scoring Criteria
10%	Overall proposed quality of the development, plan, design, uses, proposed timetables, and extent that the proposed project complements and enhances local community development/tourism objectives and existing/planned development projects
25%	Proposed project advances the Development Goals and objectives outlined in the RFP (See Section C – Background)
30%	Proposed project team demonstrates a proven track record of experience with similar projects, knowledge and record of performance, including previous success within the City of Cleveland
35%	Quality of the overall financial plan and impact of the proposal, including: <ul style="list-style-type: none"> ○ The use of reasonable and attributable assumptions; ○ The ability and commitment to close on the parcels by December 15, 2023 ○ The level of proposed private investment (equity); ○ The creativity and realism of the capital stack; ○ The level of demonstrated financial capacity to realize the proposed project, documented through sources such as, but not limited to expressions of interest from lenders, letters of credit, and/or performance bonding capacity; ○ Projected long-term economic health; and ○ Commitment for a payment in lieu of taxes to Cleveland Metroparks for taxes otherwise surrendered if an abatement or TIF is awarded
100%	Total

i. Interview

Cleveland Metroparks may, in its discretion, interview Proposers. In addition to other reserved negotiation rights herein, following interviews, Cleveland Metroparks reserves the right to identify its top proposer(s) and further negotiate with those proposers towards a Project Development Agreement. After submission of Proposals, and possible interviews, Cleveland Metroparks staff will recommend a Proposer to the Board of Park Commissioners.

ii. Expectations and Continued Relationship

The successful Proposer will acknowledge and maintain a realization that the Proposer and Cleveland Metroparks are a partner and the project is important to the continued positive growth and development of Cleveland, the Cleveland Metroparks, and the Flats and their stakeholders. Therefore, the respondent will commit to an ongoing willingness to work with Cleveland Metroparks and its stakeholders in all major phases of planning, design staging, development, and operation.

7. Rejection and/or Acceptance of Proposals

- a. Acceptance of proposals shall give rise to no liability or obligation on the part of Cleveland Metroparks, and Cleveland Metroparks reserves the right, in its sole discretion, to request other proposals in the future for these or related endeavors. In awarding the agreement pursuant to the proposals, Cleveland Metroparks reserves the right to consider any and all factors relating to a determination of the ability and suitability of the Proposers, their respective agents or representatives. The selection process will include negotiations to maximize the operational and financial position of Cleveland Metroparks and the Proposer(s). Any Proposal which, in the opinion of Cleveland Metroparks, is incomplete, conditional, obscure or which contains irregularities of any kind, or for any other reason, may be rejected. **THE FINAL AGREEMENT ENTERED INTO BETWEEN CLEVELAND METROPARKS AND THE SUCCESSFUL PROPOSER WILL BE THE RESULT OF NEGOTIATIONS SUBSEQUENT TO SUBMISSION OF THE PROPOSAL.**
- b. Cleveland Metroparks reserves the right to reject any proposal in which the Proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Cleveland Metroparks considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.
- c. Cleveland Metroparks reserves the right to reject, in whole or in part, any proposal that Cleveland Metroparks has determined, using the factors and criteria Cleveland Metroparks develops, would not be in the best interest of Cleveland Metroparks.

8. Withdrawal of Proposal

Proposals may be withdrawn up to the time of the due date upon written request to Cleveland Metroparks Contact Person (Charlie Rosol) at its Administrative Office at 4101 Fulton Parkway, Cleveland, Ohio 44144.

9. Public Record

All documents submitted to Cleveland Metroparks in response to this RFP may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies. If a Proposer considers portions of their response confidential or trade secrets that shall be marked as such. The Proposer is responsible for determining if a legal exemption applies to information submitted and Cleveland Metroparks can not guarantee that the exemption will stand a challenge.

F. CLEVELAND METROPARKS CONTRACT REQUIREMENTS:

Upon acceptance of a proposal and negotiation of agreement terms, a Project Development Agreement shall be entered into between Cleveland Metroparks and the successful Proposer. Certain terms that will appear in that agreement, subject to negotiation and other revisions.

The Project Development Agreement shall stipulate details such as intended use of the Property, restrictions on perpetual use of the Property, a financial security measure (i.e. bond), the timeline for redevelopment of the Property, future transfer rights of the Property, the description of use of development incentives and tax credits, aesthetics and property management and maintenance, among other items.

1. Length of Agreement Period

The length of the agreement period shall be stipulated, and shall survive closing, with the closing date being guaranteed. Proposer shall develop a timeline that guarantees closing on the Property by December 15, 2023

2. Insurance

Successful Proposer shall be required to maintain and pay for the following insurance:

- i. Commercial general liability insurance, including without limitation, contractual liability coverage, products and completed operations coverage, insuring successful Proposer against all claims for bodily injury (including death), property damage and personal injury arising out of use and occupancy of the premises or ways adjacent thereto by Successful Proposer or from the conduct of his/her business; such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and not less than One Hundred Thousand Dollars (\$100,000) Damage to Premises Rented to You (Fire Legal);
- ii. Commercial auto liability insurance, including, without limitation, coverage for vehicles owned, non-owned, or hired by successful Proposer, with annual combined single limits of not less than One Million Dollars (\$1,000,000), bodily injury and property damage;
- iii. Property insurance on all business and personal property owned by, used by, or leased by successful Proposer;

- iv. All insurance policies described above shall be placed with an insurer having a policy rating of A-, X or better in the latest edition of “Best Insurance Guide and Key Ratings”. Successful Proposer must provide a certificate of insurance naming The Board of Park Commissioners of the Cleveland Metropolitan Park District as an additional insured on each insurance policy, including any endorsements adding coverage for liquor liability. Cleveland Metroparks must receive the aforementioned certificate of insurance prior to the commencement of operations by Successful Proposer. Cleveland Metroparks must be provided a minimum of ten (10) days’ notice of cancellation by Successful Proposer’s insurance carrier.
 - v. Other requirements regarding insurance coverage will be set forth in the contract between the successful Proposer and Cleveland Metroparks. Additional insurance may include, but not be limited to, pollution liability insurance.
3. Bond
Successful Proposer shall furnish to Cleveland Metroparks a performance bond for an agreed upon amount upon the execution of the Project Development Agreement

Other and additional contract requirements will be set forth in the contract between successful Proposer and Cleveland Metroparks.

PROPOSAL APPLICATION
(Print and attach to Public Purchase)

This offer is made on behalf of myself and no others, competitive basis without collusion, and no other person, firm or corporation has any interest directly or indirectly, in this offer. The undersigned certifies that no Cleveland Metroparks official or employee has any special direct or indirect financial interest in this offer granted to the undersigned by Cleveland Metroparks, or any of the profits resulting therefrom, and that no promises have been made or inducements given by or on behalf of the undersigned to any Cleveland Metroparks official or employee in connection with the granting of this proposal, other than as set forth herein.

The undersigned hereby certifies that it has reviewed RFP #6735 issued by Cleveland Metroparks, and all documents attached thereto, has fully inspected the proposed area and has had all opportunities necessary to request further information of Cleveland Metroparks.

The undersigned agrees to execute the proposed agreement and to furnish satisfactory Performance and Payment Bond prior to the commencement of operations by the undersigned. Also, please find the attached document to support my offer to provide the services of the operation:

1. Statement of Proposer's Qualifications
2. Proposer's Affidavit - Personal Property Tax Certificate

Firm _____

Date _____

Name _____ Title _____

Address _____

Zip Code _____

Email _____

Phone _____

Fax _____

STATEMENT OF PROPOSER'S QUALIFICATIONS
(Must be submitted with proposal. Failure to comply can result in rejection of proposal.)
(Print and attach to Public Purchase)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information he desires.

PROPOSER BACKGROUND INFORMATION:

1. Name of Proposer. _____
2. Permanent main office address. _____
3. When organized. _____
4. If a corporation, where incorporated. _____
5. How many years you have been engaged in business. _____
6. General scope of work or products supplied. _____
7. Are you a MBE/FEB? _____ Explain & provide documentation _____
8. Provide any relevant information that demonstrates your commitment to sustainability, as set forth in Cleveland Metroparks' core values: _____

PROPOSER'S PERSONNEL:

9. Identify key personnel. For each, included: specific knowledge, experience and capability of the individual to perform the role assigned, education, relevant project experience, professional or technical certifications, and peer recognition.

Employee 1: _____
Employee 2: _____
Employee 3: _____
(Use additional lines as necessary)

10. Do you have a recruitment strategy designed to reach qualified persons from various demographics of race, color, religion, age, national origin, national ancestry, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, and mental or physical disability? _____
If yes, describe: _____

PROPOSER FINANCIAL INFORMATION AND BONDING CAPACITY:

11. Have you ever failed to complete any work awarded to you? _____
If so, where, when, and why? _____
12. Have you ever defaulted on a contract? _____
If so, where, when and why? _____
13. Are there any significant claims, lawsuits, judgments or defaults pending against you? _____
If so, provide details, including the name of the lawsuit, jurisdiction, amount of judgment or possible judgment, and other pertinent details: _____
14. Are any members of the Project team, equity investors, or Proposer in a lawsuit or pending lawsuit with Cleveland Metroparks: _____
15. Credit available: \$ _____
Give bank reference: _____ Phone: _____

- Address: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Cleveland Metroparks? _____
17. Will you be able to provide to Cleveland Metroparks the Performance Bond, Letter of Credit or Escrow Sum as described in Section F(3) above? **(THIS IS IN ADDITION TO THE SUBMISSION OF A BID BOND OR CERTIFIED CHECK AS REQUIRED BY SECTION E(5)(x)).**

REFERENCES

18. List three references:
1. Company Name: _____
 Address: _____
 Contact Person: _____ Email: _____
 Telephone: _____
2. Company Name: _____
 Address: _____
 Contact Person: _____ Email: _____
 Telephone: _____
3. Company Name: _____
 Address: _____
 Contact Person: _____ Email: _____
 Telephone: _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Cleveland Metroparks in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____ this _____ day of _____, 20__.

Federal Tax I.D. _____

 (Name of Proposer)

By _____

Title _____

By signing, signatory affirms that the information contained in this Statement of Qualifications is accurate and that Cleveland Metroparks may rely upon such information in making any award determination.

PROPOSER'S AFFIDAVIT OF PERSONAL PROPERTY TAX CERTIFICATE

(Print and attach to Public Purchase)

RE: CLEVELAND METROPARKS
RFP #6735
Personal Property Tax Certificate
Required by Ohio Revised Code
Section 5719.042

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144

Dear Sir:

Company Name

President

(A) The above hereby certifies that the party to whom agreement award is being considered **was not** charged with any delinquent personal property tax on the general tax list of personal property for any county in the state of Ohio at the time the proposal was submitted for the above referenced agreement.

OR

Company Name

President

(B) The above hereby certifies that the party to whom agreement award is being considered **has been** charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the state of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest therein, is \$_____. It is understood that the Chief Financial Officer is required to transmit this statement to the county treasurer.

It is understood that, by law, this statement is to be signed by the party whose proposal has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the treasurer to the county treasurer within 30 days of the date it is submitted. The statement must be incorporated into the agreement being awarded before any payment can be thereafter.

_____ SWORN TO before me and subscribed in my presence this _____ day of _____ 20__.

Notary Public

Note: This affidavit is to be reproduced on the proposer's letterhead, signed by the appropriate signatory, and notarized.

Non-Disclosure Agreement

CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made this _____ day of _____, 202_ (“Effective Date”) between THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, located at 4101 Fulton Parkway, Cleveland, Ohio 44144 (“Cleveland Metroparks”) and [_____], a(n) [_____], located at [_____] (“Developer”) (collectively, the “Parties”).

WHEREAS, Cleveland Metroparks agrees to furnish to Developer certain Confidential Information, as hereinafter defined, for the sole purpose of engaging in discussions with Cleveland Metroparks for the development of property located at (a) 1600 Merwin Road, known as Permanent Parcel Number 101-16-001, (b) 1599 Leonard Street, known as Permanent Parcel Number 101-16-020, and (c) 1615 Merwin Avenue, known as Permanent Parcel Number 101-16-019, all located in the City of Cleveland, Ohio (the “Property”); and

WHEREAS, Cleveland Metroparks wishes to provide technical information related to the Phase I Environmental Site Assessment and Phase II Environmental Site Assessment completed on the Property to Developer to further discussions of development of the Property under the terms and conditions stated herein.

NOW, therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confidential Information.

“Confidential Information” shall mean Confidential Information, including, without limitation, information, knowledge or data (i) of a technical nature relating to the evaluation and condition of the Property; (ii) of a business nature such as but not limited to information about Cleveland Metroparks or its costs, purchasing or suppliers, profits, markets, customer lists, customer purchasing and pricing information, supply costs, and the financial condition of Cleveland Metroparks; (iii) pertaining to future developments such as but not limited to Cleveland Metroparks’ planning, research and development or future marketing of the Property; and (iv) all other matters that Cleveland Metroparks treats as confidential or that constitute trade secrets as defined in Section 1333.61 of the Ohio Revised Code. No special marking, designation, warning or cautionary instruction is required to make such information Confidential Information.

2. Services. (Intentionally Omitted)

3. Nondisclosure.

During the term of Cleveland Metroparks association with Developer, and afterwards, for as long as the Confidential Information is not, in the opinion of Cleveland Metroparks, a matter of common knowledge, Developer acknowledges that such Confidential Information is a special, valuable, and unique asset. Developer agrees that Developer: (i) will keep and maintain the Confidential Information in strict confidence; (ii) will only use the Confidential Information as authorized by Cleveland Metroparks; (iii) will not use the Confidential Information for the benefit of any third party or use the Confidential Information

other than for Cleveland Metroparks' own benefit; and (iv) will not disclose any portion of the Confidential Information to any third party without the prior written consent of Cleveland Metroparks. If Developer is legally compelled (by a written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process) to disclose any confidential information of Cleveland Metroparks, then Developer shall promptly provide written notice to Cleveland Metroparks to enable Cleveland Metroparks to seek a protective order, in camera process or other appropriate remedy to avoid public or third-party disclosure of its confidential information. If such protective order or other remedy is not obtained within seven (7) calendar days of such written notice being received, Developer may furnish the requested confidential information.

4. Return of Materials.

Upon the termination of Cleveland Metroparks association with Developer, or upon the request of Cleveland Metroparks, the Developer shall immediately deliver to Cleveland Metroparks all written materials and any other information or items constituting Confidential Information. Developer agrees not to retain copies of any such materials.

5. Breach.

Developer hereby consents to and acknowledges that, in the event of any breach or threatened breach of this Agreement, the Cleveland Metroparks shall have, in addition to any and all other legal rights and remedies, the right to seek injunctive relief.

6. Warranties. (Intentionally Omitted)

7. Governing Law.

This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Services or a claim of breach of this Agreement shall be instituted and prosecuted only in a federal or state court located in Cuyahoga County, Ohio. The Parties consent to exclusive jurisdiction and venue for all purposes in federal or state court located in Cuyahoga County, Ohio.

8. Indemnity.

Developer shall indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, its affiliates, and their successors, assigns, officers, commissioners, directors, employees, volunteers, and agents from and against, and shall give Cleveland Metroparks prompt notice of any and all claims, damages, losses, liens, causes of action, suits, judgements and expenses, including but not limited to attorneys' fees and other costs of defense, relating to, arising out of, or resulting from this Agreement, provided that any such claim, damage, loss, or expense is not solely attributable to the wrongful acts or omissions of Cleveland Metroparks. In any and all claims against Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer or any subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Developer shall cause each agreement between it and any of its subcontractors or agents to contain an indemnification provision for the benefit of Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents.

9. Term of Agreement.

This Agreement shall be effective as of the Effective Date and may be terminated, without cause, upon thirty (30) days prior written notice to the other party; provided however, that all rights and obligations accrued prior to such termination shall survive the termination of this Agreement. Notwithstanding anything herein to the contrary, the non-disclosure obligations and restrictions on use with respect to any Confidential Information shall continue and bind Developer for a period of five (5) years after the date of termination of this Agreement, except that the non-disclosure obligations and restrictions on use with respect to any Confidential Information that constitutes a trade secret shall continue in effect for so long as the Confidential Information remains a trade secret under applicable law. Any termination or expiration of this Agreement shall be without prejudice to the rights of Cleveland Metroparks against Developer with respect to any claim or breach of any of the provisions of this Agreement.

10. Compliance with Laws. (Intentionally Omitted)

11. Assignment, Successors & Assigns.

Neither Developer nor Cleveland Metroparks shall assign or transfer their interest in this Agreement without the written consent of the other party hereto, which consent either Party may withhold in its sole discretion.

12. Entire Agreement.

This Agreement contains the entire agreement of the Parties regarding this subject matter. This Agreement may not be changed or modified verbally. Any change must be in writing and signed by both Parties.

13. Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and to that extent the provisions of this Agreement are deemed to be severable.

14. Notice.

All notices to be given to Cleveland Metroparks shall be deemed given to Cleveland Metroparks by depositing the same in the United States mail, postage prepaid, and addressed to Cleveland Metropolitan Park District, Attention: Chief Executive Officer, with copy to Chief Legal & Ethics Officer, 4101 Fulton Parkway, Cleveland, Ohio, 44144. All notices required to be given to Developer hereunder or by law shall be deemed given to Developer by depositing same in the United States mail, postage prepaid, and addressed to [_____].

15. Effect of Electronic Signature.

By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement to be effective beginning on the Effective Date as noted above.

CLEVELAND METROPARKS:

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT**

By: _____ Date: _____
Brian M. Zimmerman
Chief Executive Officer (CEO)

**APPROVED AS TO LEGAL FORM BY
ROSALINA M. FINI, CHIEF
LEGAL & ETHICS OFFICER:**

By: _____ Date: _____
Kyle G. Baker
Sr. Assistant Legal Counsel

[Signatures continue on the following page]

DEVELOPER:

[_____]

By: _____ Date: _____

Name: _____

Title: _____