

RESOLUTION NO. 2025 – 11

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WICKLIFFE, OHIO
TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT
BETWEEN THE CITY OF WICKLIFFE, OHIO, AND STANLEY STEEMER (LAZAR BROS., INC),
AND LAZ KIDS LLC; AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Wickliffe, Ohio, by Resolution No. 2019-03 adopted March 25, 2019, designated certain residential, commercial, and industrial areas as a Community Reinvestment Area pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 11, 2019, the Director of Development Services Agency of the State of Ohio determined that the Community Reinvestment Area designated in said Resolution No. 2019-03 contained 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

WHEREAS, the City of Wickliffe has encouraged the development of real property and the acquisition of personal property located within the Community Reinvestment Area; and

WHEREAS, Stanley Steemer (Lazar Bros. Inc.) and LAZ KIDS LLC, known hereafter as Stanley Steemer, is desirous of constructing a new 14,400 square foot building for general offices, garaging and maintaining service vehicles, and storing supplies, including parking for approximately 27 vehicles.; and

WHEREAS, the City of Wickliffe, having the appropriate authority for the stated type of project, is desirous of providing Stanley Steemer with incentives available for the development of the project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Mayor of the City of Wickliffe has investigated the application of Stanley Steemer and has recommended approval by the Council of the City of Wickliffe on the basis that Stanley Steemer is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Wickliffe; and

WHEREAS, the project site as proposed by Stanley Steemer is located in the Wickliffe City School District and the Board of Education of the Wickliffe City School District has been notified (June 25th, 2025) in accordance with Section 5709.83 and has been given a copy of the application and the proposed Community Reinvestment Area Agreement (*herein attached as Exhibit A*); and

WHEREAS, the agreement provides for a 50% (fifty percent) real property tax exemption for fifteen (15) years for improvements comprising the project; and

WHEREAS, the application of Stanley Steemer states that the Agreement and Exemption are necessary preconditions to the decision of Stanley Steemer to proceed with the project; and

WHEREAS, the project is considered appropriate and will benefit the City of Wickliffe, its residents, and its taxpayers.

**NOW THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF WICKLIFFE,
COUNTY OF LAKE, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized to enter into on behalf of the City of Wickliffe, Ohio, the proposed Community Reinvestment Area Agreement with Stanley Steemer (Lazar Bros. Inc.) and LAZ KIDS LLC.

Continued on next page

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Resolution No. 2025-11 enacted by Council at its regular meeting on July 14, 2025.
Sandra J. Fink, Clerk of Council

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the city and its inhabitants, and for the further reason that it is necessary to immediately authorize this agreement to conform to CRA and financing timelines; wherefore, this ordinance, provided it receives an affirmative vote of two-thirds (2/3) of the members elected to Council, shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 14th, 2025

Attest: [Signature]
Clerk of Council

Submitted to the Mayor for approval on
July 14th, 2025

First Reading suspended

Second Reading suspended

Third Reading July 14th, 2025

Edward A. [Signature]
Council President – Presiding Officer

Approved: July 14th, 2025

[Signature]
Mayor

Passed July 14th, 2025

Yes 7 No 8

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Resolution No. 2025-11 enacted by Council at its regular meeting on July 14, 2025.
Sandra J. Fink, Clerk of Council

COMMUNITY REINVESTMENT AREA AGREEMENT

THIS AGREEMENT, made and entered into by and among the **City of Wickliffe, Ohio**, a municipal government, with its main offices located at 28730 Ridge Road, Wickliffe, Ohio 44092 (hereinafter referred to as "Wickliffe"), and **Stanley Steemer (Lazar Bros., Inc.)** an Ohio corporation (the "Company"), and **LAZ KIDS LLC**, an Ohio limited liability company (the "Property Owner"), each with their main offices located at 6053 Wilson Mills Road, Highland Heights, Ohio 44143 (the Company and Property Owner are hereinafter referred to as "Stanley Steemer", and where the context requires shall also mean either the Company or the Property Owner).

WITNESSETH:

WHEREAS, the Council of the City of Wickliffe, Ohio, by Resolution No. 2019-03 adopted March 25, 2019, designated certain residential, commercial and industrial areas as a community reinvestment area (the "Community Reinvestment Area") pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 11, 2019, the Director of Development Services Agency of the State of Ohio determined that the Community Reinvestment Area designated in said Resolution No. 2019-03 contained 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

WHEREAS, Wickliffe has encouraged the development of real property and the acquisition of personal property located within the Community Reinvestment Area; and

WHEREAS, Stanley Steemer is desirous of constructing a new 14,400 square-foot building for general offices, garaging and maintaining service vehicles, and storing supplies, including parking for approximately 27 vehicles (hereinafter referred to as the "PROJECT") within the boundaries of the Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, Wickliffe, having the appropriate authority for the stated type of project, is desirous of providing Stanley Steemer with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Stanley Steemer submitted a proposed application (herein attached as Exhibit A) to Wickliffe, said application (hereinafter referred to as "Application"); and

WHEREAS, Stanley Steemer shall remit the required state application 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; and

WHEREAS, the Mayor of Wickliffe has investigated the application of Stanley Steemer and has recommended approval by the Council of Wickliffe on the basis that Stanley Steemer is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Wickliffe; and

WHEREAS, the Project Site (as hereinafter defined) as proposed by Stanley Steemer is located in the Wickliffe City School District and the Board of Education of the Wickliffe City School District has been notified in accordance with Section 5709.83 and has been given a copy of the Application; and

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 matters hereinafter contained.

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 herein agree as follows:

1. Stanley Steemer shall construct a new facility, approximately fourteen thousand four hundred (14,400) square-feet in size, approximately one thousand (1,000) feet west of Lloyd Road at 29200 Lakeland Boulevard in, Wickliffe, Ohio ("Project Site"), for general offices, garaging and maintaining service vehicles, and storing supplies. Said facility shall be constructed on the parcels listed in "Exhibit B" attached herein as the same are known and designated on the Lake County, Ohio Auditor's revised list of lots in the second ward of Wickliffe, Ohio.

The PROJECT will involve a total investment by Stanley Steemer of approximately two million sixty thousand dollars (\$2,060,000.00), plus or minus 20%, at the Project Site. Included in this investment are one million eight hundred sixty thousand dollars (\$1,860,000.00) for construction of the facility, and two hundred thousand dollars (\$200,000) to purchase machinery, equipment, furniture, and fixtures.

The PROJECT will begin on or about July 15, 2025, and all acquisition, construction and installation will be completed on or about March 1, 2026.

The PROJECT shall conform to all local and State of Ohio Building and Fire Codes.

The PROJECT shall conform to all requirements set forth by the Wickliffe Planning Commission.

2. Stanley Steemer shall create within a time period not exceeding twelve (12) months after the completion of construction of the aforesaid facility, the equivalent of two (2) new full-time permanent and one (1) new part-time job opportunities.

Stanley Steemer's schedule for hiring is as follows: create two (2) new full-time permanent jobs and one (1) new part time jobs in years one (1) construction to two (2). The job create period begins December 31, 2025 and all jobs will be in place by December 31, 2026.

Stanley Steemer currently has twenty (20) full-time permanent employees at the Project Site. In total, Stanley Steemer has twenty (20) full-time permanent employees in the State of Ohio, which will be transferred to the new facility.

This increase in the number of employees will result in approximately one hundred thousand dollars (\$100,000.00) of additional annual payroll for Stanley Steemer. The following is an itemization by the type of new jobs created: 2 full-time permanent positions at approximately \$100,000 - \$120,000 and a variable number of part-time permanent positions at approximately \$15,000- \$20,000. The retention of the existing jobs will maintain the current annual payroll of \$1,000,000.00 (one million dollars).

3. Stanley Steemer shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate Stanley Steemer's compliance with the

Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Wickliffe hereby grants Stanley Steemer 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:

Exemption Term	Percentage of Exemption
15 years	50%

The identified Project Site improvement will receive a fifteen (15)-year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after September 30, 2026, nor extend beyond September 30, 2041.

Stanley Steemer must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the Agreement. Wickliffe confirms and agrees that the entire Project Site is located within the Community Reinvestment Area.

5. Stanley Steemer 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 of Wickliffe once per year on or before December 31 for each year the Agreement is effective in cash or by certified or official bank check. The fee is to be paid to the Director of Finance and made out to City of Wickliffe. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671(D) of the revised code and by the tax incentive review council created under section 3735.671(D) of the revised code exclusively for the purposes of performing the duties prescribed under that section.

Contingent upon approval by the Wickliffe City Council, the requirements under this section [section #5] shall be waived.

_____ (Property Owner Initials) _____ (Mayor Initials)

6. Stanley Steemer shall pay such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Stanley Steemer fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such repos or returns are required to be filed and thereafter.
7. Wickliffe shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the Community Reinvestment Area, or Wickliffe revokes the designation of the Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Stanley Steemer materially fails to fulfill its

obligations under this Agreement and Wickliffe terminates or modifies the exemptions from taxation pursuant to this Agreement.

9. If Stanley Steemer materially fails to fulfill its obligations under this Agreement, or if Wickliffe determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Wickliffe may terminate or modify the exemptions from taxation granted under this Agreement.
10. In the event
 - (a) Stanley Steemer ceases business operations in or at the Project Site for a continuous period of at least one hundred eighty (180) consecutive days (excepting therefrom any period of time when Stanley Steemer is not able to operate its business in the Project Site as a result of damage or destruction or taking by eminent domain, or as a result of any other matter (other than financial) beyond Stanley Steemer's control at any time during the period commencing on the issuance of a permanent certificate of occupancy for the Project Site until the fifth (5th) anniversary of such issuance (the "Performance Period"); or
 - (b) Stanley Steemer fails to commence construction at the Project Site within eighteen (18) months from the date the property listed in Exhibit "B" is transferred into the name of Stanley Steemer, its successors or assigns; or
 - (c) should Stanley Steemer sell or transfer the Project Site to an independent and unaffiliated third party prior to expiration of the Performance Period of this Agreement who ceases to operate the Stanley Steemer business at the Project Site, Stanley Steemer shall be liable and pay to the City an amount equal to the difference between
 - (i) the appraised value of the Project Site prior to Stanley Steemer commenced construction thereon, which is agreed to be a value equal to one million eight hundred sixty thousand dollars (\$1,860,000.00), and
 - (ii) the aggregate receipts, collections, and other benefits received by the City during the course of the Performance Period resulting from Stanley Steemer's business operations at the Project Site (the "City Benefits"), including the City's collections of payroll income taxes, net profit taxes, property taxes, and any other benefits that Stanley Steemer is able to demonstrate as having monetary value, without regard for any sharing or distribution arrangements the City may have with other public entities, boards, or bodies.

On or before September 30 of each year during the Performance Period, the City shall calculate the City Benefits for the prior fiscal year and in the aggregate over the Performance Period and provide a summary thereof to Stanley Steemer. Stanley Steemer shall be automatically relieved of any further performance, obligation, or liability pursuant to this Section 10 if

- (x) at any time during the Performance Period, the City Benefits have met or exceeded the sum one million eight hundred sixty thousand dollars (\$1,860,000.00), (upon which the City shall promptly confirm the same to Stanley Steemer in writing), or
 - (y) the Performance Period shall have expired, notwithstanding the actual aggregate City Benefits. For the purposes of this Section 10, any reference to Stanley Steemer shall include the successors or assigns of Stanley Steemer, as the case may be, who continue to operate the Stanley Steemer business at the Project Site either as Stanley Steemer or another entity.
- 11. Stanley Steemer hereby certifies that at the time this Agreement is executed, Stanley Steemer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which Stanley Steemer is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, Stanley Steemer currently is 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 11 U.S.C.A. 101, et seq., or such a petition has been filed against Stanley Steemer. 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 governing payment of those taxes.
- 12. Stanley Steemer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether the amounts owed are being contested in a court of law or not.
- 13. Stanley Steemer and Wickliffe acknowledge that this Agreement must be approved by formal action of the legislative authority of Wickliffe as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.
- 14. Wickliffe has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, Stanley Steemer is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
- 15. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Stanley Steemer, any successor property owner, or any related member (as those terms are defined in Section 3735.671(E) of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
- 16. Stanley Steemer affirmatively covenants that it has made no false statements to the State of Ohio or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Stanley Steemer has knowingly made a false statement to the State of Ohio or local political subdivision to

obtain the Community Reinvestment Area incentives, Stanley Steemer shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision 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 misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(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.

17. This Agreement is not transferable or assignable without the express, written approval of the City of Wickliffe.

IN WITNESS WHEREOF, the City of Wickliffe, Ohio, by Joseph D. Sakacs, its Mayor, and pursuant to Resolution No. 2019-03, has caused this instrument to be executed this 14th day of July, 2025, and Stanley Steemer Industries, Inc. by Terrance Lazar, its Managing Member, and by Joseph Lazar, its Member, caused this instrument to be executed on this 14th day of July, 2025.

CITY OF WICKLIFFE

By: _____

Joseph D. Sakacs, Mayor

STANLEY STEEMER (Lazar Bros., Inc.) an Ohio Corporation

By: _____

Terrance Lazar, Managing Member

Joseph Lazar, Member

LAZ KIDS LLC, an Ohio Limited Liability Company

By: _____

Terrance Lazar, Managing Member

Joseph Lazar, Member

Approved as to form: _____

Jeremy D. Iosue, Director of Law

STANLEY STEEMER
LAKELAND BLVD., WICKLIFFE, OHIO
PPN: 29-A-004-0-00-030-0
SITE PLAN

INDEX OF SHEETS

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- 8-9 SWPPP NOTES
- 10 SWPPP DETAILS
- 11 MISCELLANEOUS DETAILS
- 12 MISC. AND DRY EXTENDED BASIN DETAILS

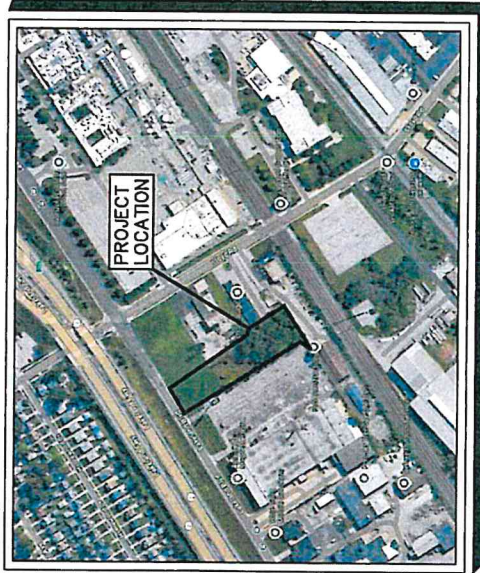


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EXISTING UNDERGROUND UTILITY NOTE

THE SIZE AND LOCATION, BOTH HORIZONTAL AND VERTICAL, OF THE UNDERGROUND UTILITIES SHOWN HEREON, HAVE BEEN OBTAINED BY A FIELD SURVEY AND/OR BY REVIEW OF AVAILABLE RECORDS. FIELD SURVEY VERIFICATION BY FIELD OBSERVATION HAS BEEN CONDUCTED WHERE PRACTICAL. HOWEVER, STEPHEN HOVANCSEK & ASSOCIATES, INC. DOES NOT GUARANTEE THE COMPLETENESS NOR ACCURACY THEREOF.

REVISIONS		DATE	BY
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LOCATION MAP (N.T.S.)
NOVEMBER 2024

PREPARED BY
STEPHEN HOVANCSEK & ASSOC., INC.
CONSULTING ENGINEERS & PLANNERS
TWO MERT DRIVE RICHMOND HEIGHTS, OHIO

Anthony DiRenzo
ANTHONY DIRENZO, P.E. #83900

