

PARMA Streetscape Program Rebate Agreement

Parma Community Development Department
5517 State Road
Parma, Ohio 44134
(216) 661-7372 • (216) 661-7207



REBATE AGREEMENT

This agreement entered into this _____ day of June, 2021, by and between the City of Parma and George Salo dba State Meat Market Inc., an applicant for the Streetscape Program, hereinafter referred to as the "Applicant".

WHEREAS, the agreement is made pursuant to a program of the City of Parma known as the Streetscape Improvement Program, under which the City utilizes Community Development Block Grant funds to initiate and conduct improvements in commercial areas to improve and enhance business performance and economic viability, and;

WHEREAS, it is specified that the rebates would be made available on architectural costs, construction costs, and other eligible costs related to the project, to merchants or landlords who renovate their parking areas and/or public right-of-ways consistent with City building code and other applicable program and City regulations; and

WHEREAS, the applicant intends to install a new parking lot for State Meats, located at 5338 State Road, Parma, Ohio, and;

WHEREAS, the applicant has placed on file with the City a detailed Permit application of the proposed new construction, inclusive of materials, cost estimates, and design which have been reviewed by the City and its committees and deemed reasonable and appropriate.

NOW THEREFORE, the parties hereto agree as follows:

1. The applicant agrees to improve the property in accordance with the plans presented and approved by the City, in compliance with all acceptable codes, regulations and requirements. No variations from the approved plans shall be made unless the Applicant has approval for the variance from the City.
2. The construction shall be completed no later than September 31, 2021 unless a written extension is granted by the City for good cause shown.
3. The construction shall be deemed complete when the City has inspected and found the construction to be in compliance with all codes, regulations and detailed descriptions on file, as evidenced in writing by the issuance of applicable certificates.
4. Upon request of the City, the applicant agrees, within ten (10) days of the request, to provide copies of the contractor estimates, invoices, and paid receipts and or copies of checks for paid improvements relating to the approved project.
5. Upon completion of the construction, and compliance of the terms and conditions specified herein, the City shall pay to the Applicant the sum of \$50,000 with the estimated total project cost \$104,000.
6. Upon the date of completion of the renovation, the Applicant agrees to allow the parking lot to be used by the patrons of small businesses located on the West side of State Road between Russell Avenue and Tuxedo Avenue.



7. In the event that change is desired in the overall design relating to the subject construction project after design approval, the Applicant will be required to submit the requested alteration for further review and approval by the City before any changes are made.
8. The Applicant agrees that if the Applicant fails to abide by the terms and conditions of the agreement, the applicant shall be responsible for any and all costs associated with the construction, and any financial assistance provided by the City under this Agreement must be repaid to the City.
9. The Applicant agrees to indemnify and hold harmless the City and its employees for any and all liability associated in any way with the construction project which is the subject of this Agreement and shall defend the City or its employees at the expense of the Applicant for any claims or actions brought against the City or its employees as the result of the construction project which is the subject of this Agreement and shall pay any and all costs, legal fees and judgments associated therewith.
10. In making the construction, or in causing the construction to be made, the Applicant shall adhere to all applicable federal regulations.
11. The Applicant agrees to follow all Storefront Renovation Program Guidelines per agreement and herein attached to this Rebate Agreement.
12. Project addendums and/or change orders will require written authorization from the Department of Community Development. All addendums and/or change orders will be reimbursed only at the discretion of the Department of Community Development.
13. All legal matters related to this contract shall be processed within the jurisdiction of the City of Parma, Ohio and Cuyahoga County, Ohio.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above mentioned.

By:

George Salo dba State Meat Market Inc.

Date

Approved By:

Community Services/Economic Development Director

Date