

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 1349.21 OF
THE PAINESVILLE CODE OF 1998, RELATING TO
RANK VEGETATION AND LANDSCAPING
FEATURES and DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL of the City of Painesville, Lake County,
Ohio:

SECTION I. That Section 1349.21 of the Painesville Code of 1998 is hereby
amended to read as follows:

1349.21 RANK VEGETATION AND LANDSCAPE FEATURES.

Lawns and landscaping on private property ~~and as well as within a public right of
way~~ shall be kept from becoming overgrown and unsightly and shall be maintained so as
not to constitute a blighting or deteriorating effect on the surrounding neighborhood.
Rank vegetation and landscaping features may not obstruct the vision of motorists and
pedestrian traffic on or near public roads in accordance with the provisions of
Section [917.02](#).

SECTION II. That this Ordinance is passed as an emergency measure for the
protection and preservation of the peace, health, safety and general welfare of the
inhabitants of the City of Painesville, the emergency being the immediate necessity being
the proposed change provides clarification of responsibility of property within the City of
Painesville allow for continued enforcement of the Property Maintenance Code,
therefore, this ordinance shall be effective at the earliest date allowed by law.

PASSED:

EFFECTIVE DATE:

Paul Hach, II
President of Council

ATTEST:

Valerie Vargo, CMC
Clerk of Council

ORDINANCE NO.

**AN ORDINANCE ENACTING SECTION 1349.211 OF
THE PAINESVILLE CODE OF 1998, RELATING TO
TREELAWNS and DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL of the City of Painesville, Lake County,
Ohio:

SECTION I. That Section 1349.211 of the Painesville Code of 1998 is hereby
enacted to read as follows:

1349.211 TREELAWNS.

No owner or occupant having the control of any lot or land abutting upon a public
right- of-way within the City shall permit any lawn and landscaping located within such
abutting right-of-way from becoming overgrown, unsightly or maintained so as to
constitute a blighting or deteriorating effect on the surrounding neighborhood. Rank
vegetation and landscaping features may not obstruct the vision of motorists and
pedestrian traffic on or near public roads in accordance with the provisions of
Section [917.02](#).

SECTION II. That this Ordinance is passed as an emergency measure for the
protection and preservation of the peace, health, safety and general welfare of the
inhabitants of the City of Painesville, the emergency being the immediate necessity being
the proposed change provides clarification of responsibility of property within the City of
Painesville allow for continued enforcement of the Property Maintenance Code,
therefore, this ordinance shall be effective at the earliest date allowed by law.

PASSED:

EFFECTIVE DATE:

Paul Hach, Jr.
President of Council

ATTEST:

Valerie Vargo, CMC
Clerk of Council

AN ORDINANCE AMENDING CHAPTER 1119 OF THE PAINESVILLE CODE OF 1998, RELATING TO RENEWABLE ENERGY SYSTEMS and DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL of the City of Painesville, Lake County, Ohio:

SECTION I. That Chapter 1119 of the Painesville Code of 1998 is hereby amended to read as follows:

1119.02 PERMITTED ACCESSORY USES AND STRUCTURES.

(a) The following table presents the permitted accessory uses and structures with reference to applicable regulations for specific uses. All uses are subject to the General Provisions of Section 1119.01. A blank cell indicates that a use is prohibited in the respective zoning district.

Uses P = Permitted	S-1 R-1 R1-60 R-2	B-1 B-2	B-3 DD	M-1 M-2	Permit/Certif icate of Compliance Required	Standards
Accessory Dwelling Unit		P	P		Yes	1119.03
Detached structures 12 sq. ft. or less	P	P		P	No	
Detached structures including garages carports and sheds	P	P		P	Yes	1119.04
Fences	P	P	P	P	Yes	1119.05
Gardening, personal	P	P	P	P	No	
Home Occupation	P	P	P		Yes	1119.06
Outdoor Dining		P	P		Yes	1119.07
Outdoor Sales		P	P		Yes	1119.08
Outdoor Storage/Bulk Sales				P	Yes	1119.09
Outdoor Vending Machines		P	P	P	Yes	1119.10
Donation Boxes		P		P	Yes	1119.11
Porch, Patio and Deck Structures	P	P	P		Yes	1119.12
Incidental Retail Sales				P	No	1119.13
Swimming Pool, private	P				Yes	1119.14
Utility Structures					Yes	1119.15
Offices				P		
<u>Renewable Energy Systems</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Yes</u>	<u>1119.18</u>

(b) Standards for an accessory use not specifically listed in Section 1119.02(a) shall be the same as an accessory use listed in Section 1119.01(a) upon a finding by the Administrator that the unlisted use meets the General Provisions of Section 1119.01 and that the unlisted use and the listed use are similar based upon the nature, size and intensity of the unlisted use when compared to the listed use.

1119.18 RENEWABLE ENERGY SYSTEMS.

Any renewable energy system located on private property shall comply with the following specific standards and conditions:

(a) Definitions.

- (1) "Abandonment" means the discontinued use of the renewable energy generation system in whole or part.
- (2) "Design Review Board" means the City Planning Commission of the City of Painesville.
- (3) "Renewable energy system." An energy system powered by a natural resource rather than by the use of a conventional source of energy such as petroleum products, natural gas, manufactured gas, or electricity produced from a nonrenewable source, and, specifically including a solar energy system as defined in this chapter.
- (4) "Solar array" means any collection of solar panels, connectors, battery banks, controllers, wiring, meters, and switching devices intended to work in combination to convert solar energy to electrical power.

- (5) "Solar cell" means the basic photovoltaic device that generates electricity when exposed to light.
 - (6) "Solar energy system" means the photovoltaic cells and related accessories that are designed to convert solar energy into electrical energy; or a system consisting of solar thermal collectors, parabolic reflectors, or similar structures that are designed to harness solar energy for use as thermal energy for heating water or air and may include battery storage systems.
 - (7) "Solar panel" means any device used for collecting solar energy and converting it to electrical power.
- (b) Applicability.
- (1) Renewable energy systems shall be designed, erected, installed, operated, and maintained in accordance with the provisions set forth in this Chapter.
 - (2) A Building Permit and Electrical Permit shall be required prior to the erection, installation, connection, or operation of any renewable energy system.
 - (3) Like-kind replacements, minor repairs or maintenance of lawfully existing renewable energy systems not involving structural changes may be undertaken without first obtaining a permit.
- (c) Application Requirements.
- In addition to the application requirements set forth in Section 1111.03, an application for a renewable energy system shall include:
- (1) The manufacturer's specifications.
 - (2) Complete architectural and engineering drawings, adequately scaled and dimensioned depicting the location, installation, mounting, anchorage details, appearance on the building and details for wiring and connections, and battery storage system details.
 - (3) Details for battery storage systems regarding:
 - A. Location of equipment
 - B. Ventilation
 - C. Containment
 - D. Supporting structures for batteries and equipment
 - E. Electrical system, devices and wiring
 - (4) Evidence that the proposed system has been reviewed by the City of Painesville Bureau of Fire Prevention and its findings and recommendations are submitted with the application.
 - (5) Evidence that the City of Painesville Municipal Electric Department approves the applicant's intent to install an interconnected customer-owned system and that such system is in accordance with the *City of Painesville Electric Department Renewable Electric Generation Policy*.
 - (6) Verification that the installer has the necessary professional training, North American Board of Certified Energy Practitioners (NABCEP) certification and licensure and insurance as may be required for the installation of renewable energy systems.
 - (7) Certification by a licensed structural engineer that the roof of the building is designed to handle all structural loads including those imposed by the proposed renewable system.
 - (8) A description of the location and type of any required screening.
 - (9) A description of emergency and normal shutdown procedures and location of electrical disconnection switch.
 - (10) Payment of the fee as required by Section 1105.05.
- (d) General Requirements.
- (1) Renewable energy systems shall be permitted as accessory to a main use or building located on the same lot or parcel. Such facilities shall be designed, installed, or constructed to provide electrical power to serve only the main use or building to which they are accessory.
 - (2) The Design Review Board shall review renewable energy systems applications for compliance with the Building Code, general design standards, and design standards established in this Unified Development Code.
 - (3) Renewable energy systems shall not be visible from any street or sidewalk at the front elevation of the property; provided however, that the Design Review Board may approve the placement of renewable energy systems in roof locations that are visible from any street or sidewalk, when the applicant has demonstrated to the Design Review Board that:
 - A. The alternative location is necessary to optimize system functionality;
 - B. The proposed system(s) and their location(s) are designed to minimize any adverse impacts to the neighborhood; and/or,
 - C. The size and location of any structure is the minimum necessary to serve the needs of the building(s) on the property.
 - (4) When locating renewable energy systems, it is the property owner's responsibility to consider current and future development, growth of trees and vegetation, and other obstructions that might interfere with solar access. Nothing in this section shall prohibit the owner of the renewable energy system from requesting or obtaining a renewable energy system access easement from any person.

- (5) Accessory components shall be located either within a building, or within a screened enclosure behind the main building, or are hidden from view behind the parapet wall of buildings with flat roofs.
 - (6) Renewable energy systems shall be properly maintained at all times in compliance with all manufacturers' specifications. The applicant shall provide the city reasonable access to inspect the renewable energy system in accordance with the *City of Painesville Electric Department Renewable Electric Generation Policy*.
- (e) Solar Energy System.
- (1) Solar panels shall be placed on the roof of a building in accordance with the following:
 - A. Solar panels shall not be visible from any street or sidewalk at the front elevation of the property unless approved in accordance with procedures set forth in subsection (d) herein.
 - B. Solar panels shall not extend beyond the edge of the roof.
 - C. For pitched roofs (sloped in excess of three (3) inches per foot), solar panels shall be placed parallel to the plane of pitched roof and shall be ten (10) inches or less above the surface of the roof when measured to the top of the solar panel.
 - D. For low slope (pitches less than three (3) inches per foot) and flat roofs, the Design Review Board may approve solar panels of alternative heights and configurations as appropriate for such roof.
 - E. Solar energy access easements shall be in compliance with Ohio R.C. 5301.63 which sets forth the requirements for such access. In order to ensure adequate access of solar energy collection devices to sunlight, any person may grant a solar access easement. Such easements shall be in writing and subject to the same conveyance and recording requirements as other easements. Any instrument creating a solar easement shall be recorded in the Lake County Recorder's Office.
 - F. Solar panels and related equipment shall be located, oriented or screened and constructed of such material to prevent to the fullest extent practicable glare from solar panels to not be directed at any other person, building or public right of way.
 - G. Solar panels shall be uniform in appearance and color, and to the extent practicable, match the design and color of the roof on which the panels will be placed.
- (g) Abandonment.
- Upon abandonment, the owner shall physically remove the renewable energy system within sixty days from the date of abandonment. "Physically remove" shall include, but not be limited to:
- (1) Removal of the renewable energy system and related above grade structures.
 - (2) Restoration of the location of the renewable energy system to its prior condition.
- (h) Authority of the Planning Commission. In order to include new market developments and innovations in renewable energy systems that may be developed after the passage of this section, the Planning Commission shall review applications for renewable energy systems not specifically listed in this section as a Conditional Use as regulated by Section 1111.08 and by applying or modifying the regulations of this section as applicable.

SECTION II. Any provision of Chapter 1119 that is not amended by this Ordinance shall remain in full force and effect.

SECTION III. That this Ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to regulate renewable energy system installations within the City of Painesville, and therefore this Ordinance shall become effective immediately upon its passage.

PASSED:

EFFECTIVE DATE:

Paul W. Hach, II
President of Council

ATTEST:

Valerie Vargo, CMC
Clerk of Council

ORDINANCE NO.

**AN ORDINANCE AMENDING THE SCHEDULE OF FEES FOR
REVIEWS, APPROVALS AND OTHER PROCEDURES
PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT
RELATING TO THE UNIFIED DEVELOPMENT CODE OF THE
CITY OF PAINESVILLE and DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That the following fees shall be charged for Certificates of Compliance as outlined in the City of Painesville Unified Development Code:

RESIDENTIAL CERTIFICATES OF COMPLIANCE:

New dwelling unit (single or attached/multi-family up to three units).....	\$100.00 each unit
Demolition	\$100.00
Addition to dwelling (up to 600 s.f.) or	\$45.00
Alteration (structural or change of use)	\$45.00
Accessory Building (shed, deck, porch, garage).....	\$45.00
Fences	\$40.00
Pools	\$45.00
Roofing	\$45.00
Siding	\$45.00
Waterproofing	\$45.00
Window Replacement	\$45.00

NON-RESIDENTIAL CERTIFICATES OF COMPLIANCE: (Commercial or Industrial Buildings)

Change of use or change of business ownership	\$100.00
New construction or reconstruction of main and accessory buildings	\$250.00 min/\$0.25 s.f. Twenty-five cents (\$0.25) per square foot of building area provided such fee is not less than two hundred fifty dollars (\$250.00) nor more than five thousand dollars (\$5,000).
Addition to a main building	same as above
Use of land	\$100.00 (Involving placement of personal property constituting a part of business or industrial operation)
Parking lot construction, reconstruction or reconfiguration.....	\$50.00 + \$1.00/100 s.f. over 1,000 s.f. (Involving new or existing paved areas intended for vehicular parking and travel as well as pedestrian access)
Roofing	\$45.00
Exterior Finishes	\$45.00
Fences	\$50.00
Utility Structures (not in right of way).	\$100.00

DEMOLITION

Commercial/Industrial buildings 25-ft. or more from any property line: .	\$100.00 + \$50.00/story over 1-story
Commercial/Industrial buildings less than 25-ft. from any property line:	\$200.00 + \$50.00/story over 1 story

SIGN CERTIFICATE OF COMPLIANCE:

Signs.....	under 48 s.f. flat fee \$60.00
.....	48 s.f. and over flat fee \$100.00

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NEXTSITE, LLC FOR RESEARCH, MARKETING AND CONSULTING SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the Concord Township-City of Painesville Joint Economic Development District (the JEDD) recently entered into a Contract with NextSite, LLC, and Alabama limited liability company (NextSite) whereby NextSite would provide to the JEDD certain services to promote commercial development within the JEDD, a copy of which is marked as Exhibit "A", attached hereto and incorporated herein (the Agreement); and

WHEREAS, within the aforementioned Agreement are provisions allowing the City of Painesville (the City) to "opt into" said Agreement and receive NextSite services in order to promote commercial development with the City; and

WHEREAS, the Painesville City Council believes that it is in the best interest of the City to opt into the Agreement for a period not to exceed three (3) years and a success fee schedule, as defined in the Agreement, per successful NextSite retail location event in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Painesville, Lake County, Ohio, two-thirds of all members elected thereto concurring:

SECTION I. That the City Manager is hereby authorized to opt into the Agreement by entering into a separate agreement with NextSite, the same or similar as that set forth in Exhibit "A" for a term not to exceed three (3) years and for specific targeted areas in which a success fee per successful NextSite retail location event would apply.

SECTION IV. That this Resolution is declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare, the emergency being and therefore, this Resolution shall become effective immediately upon its passage.

PASSED: _____, 2020.

PAUL W. HACH, II
Council President

ATTEST:

VALERIE VARGO, CMC
Clerk of Council



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and Concord-Painesville JEDD (hereinafter referred to as “Client”) on this the 19th day of **June, 2020**, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit B attached hereto (the “Project”) for the Concord-Painesville JEDD which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment in the Concord-Painesville JEDD area defined by Exhibit C. Upon notification, the City of Painesville and/or Concord Township may join this agreement and will be subject to the same success fee schedule outlined in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3)

calendar years which shall be calculated as **June 19th, 2020 to June 18th, 2023 with success fees due on any project opened during the three year engagement or within 24 months of June 18th, 2023 or any extension thereof.**

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$15,000** for the first year plus the success fees outlined in Exhibit A below. Payment is to be made upon execution of this agreement and receipt of invoices from NextSite, LLC. The compensation for years two and three shall be **\$15,000** per year plus success fees payable as outlined in Exhibit A below. Payment is to be made upon receipt of the invoices from NextSite, LLC. The client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$16,500** per year and thereafter under the same payment terms, as mutually agreed between Client and Consultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on past-due invoices or unpaid balances. If Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may initiate collections proceedings, including payment for costs associated with such collection efforts.

Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the Concord-Painesville JEDD.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required.

Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch, VP of Business Development. Consultant will also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the

intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts in its communities and county, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit B of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance.

In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve-month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Rita McMahon, Administrator, Concord-Painesville JEDD.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Rita McMahon, Administrator
Concord-Painesville JEDD
7229 Ravenna Rd
Painesville, OH 44077
(440) 354-7500
administrator@cpjedd.com

Consultant: NextSite LLC
880 Montclair Road
Suite 625
Birmingham, AL 35213
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for

concepts likely to consider markets like Concord-Painesville JEDD area. Client acknowledges that one of the key benefits of this engagement is local support of the community's existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite's services beyond the delivery of the research and market analysis.

16. **MISCELLANEOUS**

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best

of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, should the City of Painesville and Concord Township opt into this agreement, the Concord-Painesville JEDD may share any research, market analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities working for or on behalf of the City of Painesville and Concord Township.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Law: The laws of the State of Ohio, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:
Concord-Painesville JEDD
By: _____
Title: _____
Date: _____

CONSULTANT:
NextSite, LLC
By: _____
Title: _____
Date: _____

Exhibit A

In consideration of NextSite's agreement to significantly reduce its standard engagement fee (from \$35,000 per year to \$15,000 per year), the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years) or any extension of the agreement. A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet - \$7,500 per development
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- Multi-family, hospitality, healthcare, entertainment or senior housing development - \$25,000 per location if the developer is introduced to the market by NextSite

NextSite



connecting opportunities

PREPARED FOR:

CONCORD-PAINESVILLE JEDD

CHARLES BRANCH
VP OF BUSINESS DEVELOPMENT
880 MONTCLAIR ROAD SUITE 625
BIRMINGHAM, AL 35213
205.218.9578
charles@NextSite.net

NextSite



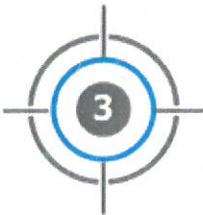
Research/Market Analysis

Understanding market analysis that drives commercial development.



Identify Realistic Retail Targets

Through extensive analysis, demographic profiling, parameter matching, and retailer site selection experience, we can identify new retail, restaurant and commercial opportunities for your market.



Marketing & Recruiting

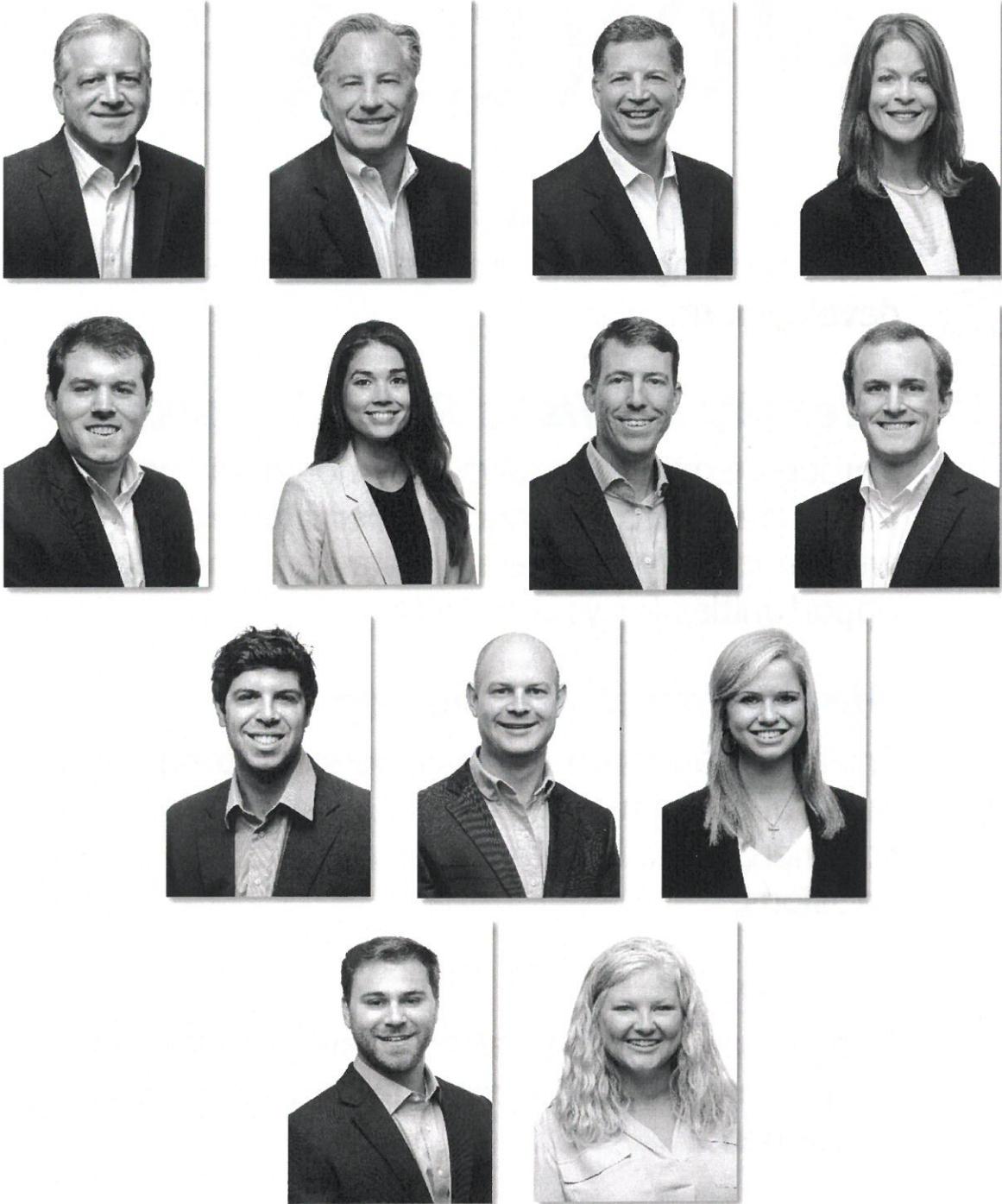
Pro-active outreach to developers and tenant reps puts your community's opportunities in front of the commercial real estate professionals that drive site decisions.



Results

The primary goal is to affect positive change in your community while maximizing your return on investment.

The NextSite Team



The NextSite team is client focused and passionate about connecting opportunities to affect positive change in the communities we serve. Our process is driven by an understanding that decision critical market analysis, realistic target identification, pro-active recruitment and communication lead to success.

Key Personnel



CHUCK BRANCH

MANAGING PARTNER

Chuck is the Managing Partner of NextSite. Chuck has spent the past 20 years providing research and marketing services to the public sector, commercial developers and commercial real estate firms. His background includes research, consulting, project management and product implementation. He is a graduate of the University of Alabama with a Bachelor of Science degree in Accounting and minors in Marketing and English Literature. Chuck is a member of the International Council of Shopping Centers.

MIKE RHODES

SENIOR VP OF CORPORATE DEVELOPMENT

Mike is the Senior VP of Corporate Development for NextSite. Prior to joining NextSite, Mike spent over 17 years with Alabama Power Company and Southern Company holding various roles in their Marketing, Customer Service, Energy Service and National Account groups. Mike holds certifications as a Certified Energy Manager and Certified Food Service Professional. Mike is a graduate of Auburn University at Montgomery with a Bachelor of Science degree in Marketing. Mike maintains memberships in the International Council of Shopping Centers and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).



DOUG NEIL

Doug serves as Managing Partner of Redmont Consulting Group, and is a Member of NextSite, LLC. Prior to Redmont, Doug served as Vice President of Development and Consulting with Daniel Community Advisors. His professional experience includes strategic consulting and incentive negotiation, economic and community development, international banking and corporate finance. He holds a master's degree in International Business Studies from the University of South Carolina and a Bachelor of Arts degree in Economics from Davidson College. Doug is a member of the International Council of Shopping Centers.



CHARLES BRANCH

VP OF BUSINESS DEVELOPMENT

Charles is a Member of NextSite LLC and Vice President of Business Development for NextSite. His focus is on new client engagement, communications and proactive recruitment of developers and tenant reps. He is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. Charles is a member of the International Council of Shopping Centers.



TYLER DAY

DIRECTOR OF LOCATION & BUSINESS INTELLIGENCE

Tyler is Director of Location & Business Intelligence. He previously worked for the Oglethorpe County (GA) Board of Commissioners in a GIS data collection and maintenance capacity. He also performed GIS research and data collection for the University of Georgia. Tyler has extensive experience with geographic information systems and economic development concepts.

Tyler is a graduate of the University of Georgia and holds a Bachelor of Science in Geography and a GIS Certificate. He is a member of the International Council of Shopping Centers.



ANDY CAMP

VP OF BUSINESS DEVELOPMENT

Andy is the Vice President of Business Development for NextSite. Prior to joining the NextSite team, Andy served as an economic development officer for Carrol County, GA and the City of LaGrange, Troup County, GA. He spent 14 years in the construction and development industries prior to entering economic development. His previous construction experience includes two hospitals, multiple data centers, and academic buildings for universities. For developers, he consulted on numerous industrial, commercial and residential land developments including two LEED certified projects.

Andy is a graduate of the McWhorter School of Building Science at Auburn University. He is also a graduate of Leadership Georgia Class of 2015, a professional land surveyor in three states, a LEED AP and a member of the International Council of Shopping Centers.



SHELLEY SHORES

VP OF BUSINESS DEVELOPMENT



Shelley is the Vice President of Business Development for NextSite. Prior to joining NextSite, Shelley was a Sales Executive with Xceligent, Inc. where she was responsible for sales, service and training for both the Birmingham and Huntsville markets. She worked extensively with local brokers, developers, investors, appraisers and municipalities. Prior to joining Xceligent, Shelley spent ten years in economic development with both the Birmingham Metropolitan Development Board and the Birmingham Business Alliance.

Shelley is a graduate of the University of Alabama with a Bachelor of Science degree in Finance. She currently serves on the NAIOP Alabama Board of Directors and is a member of the International Council of Shopping Centers.

Our Solution



NextSite's Process for your Community

Day
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day
1-15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed



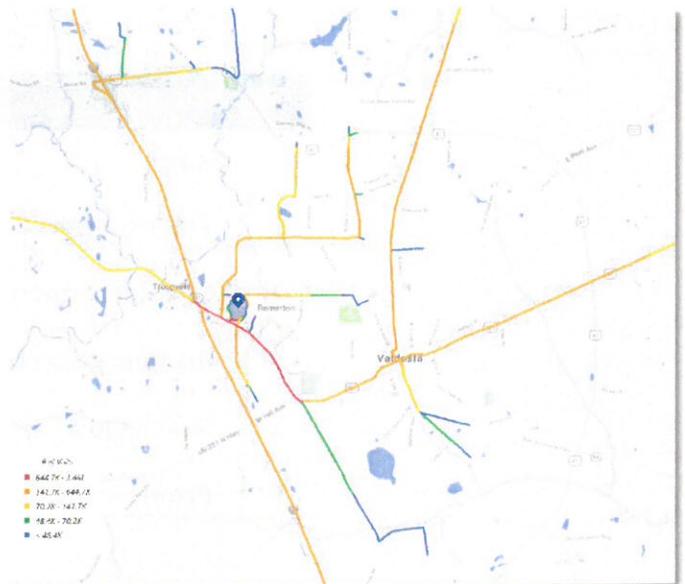
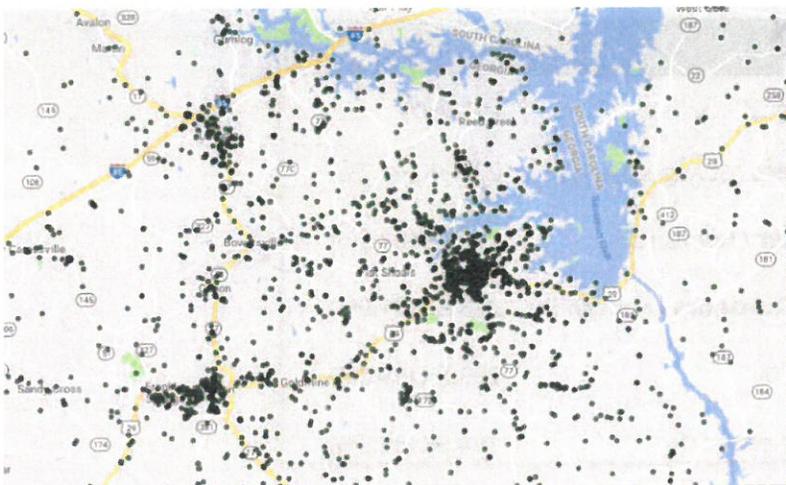
Mobile Mapping

Identify the Appropriate Retail Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, onsite market visits and analysis of consumer travel patterns and customer journey.

Consumer Travel Patterns

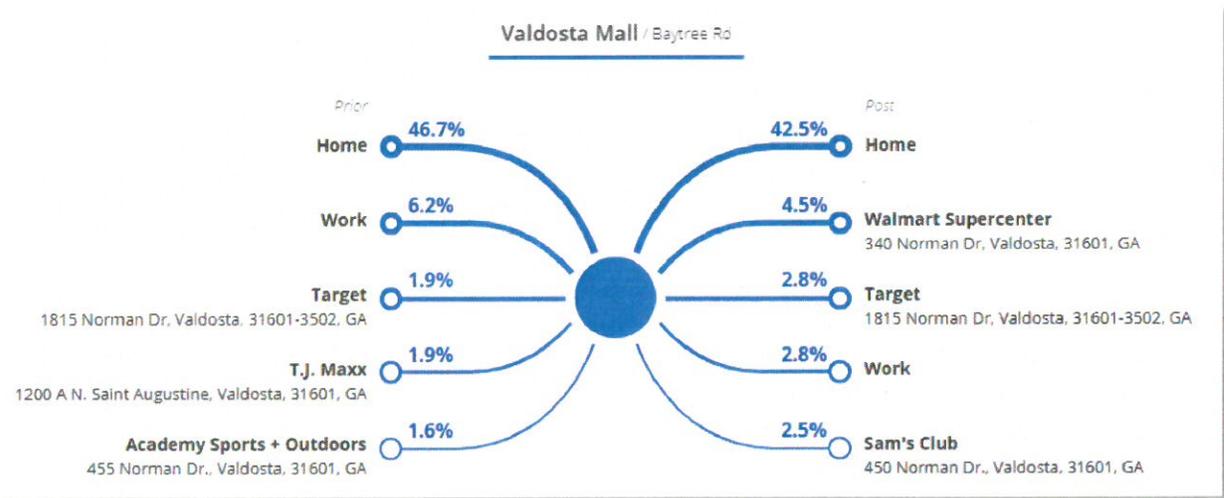
Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common Daytime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



Customer Journey

Customer Journey Analytics based on a market's primary retailer/commercial asset allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community's ability to draw consumers into the market from the surrounding areas.

Estimated Number of Customers, Estimated Number of Visits and Visits Trends – The Customer Journey Analytics report highlights the number of unique customers visiting the primary retailer (or targeted location) as well as the total number of visits.

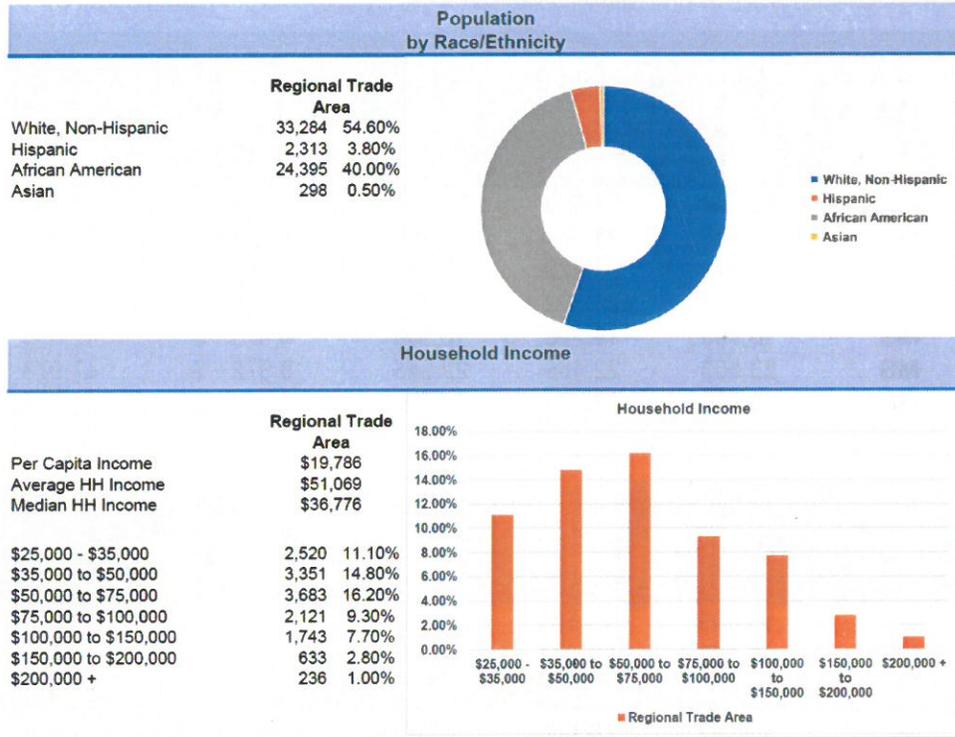


Valdosta Mall		
	Place	Customers
1	Valdosta Mall Corners / St Augustine Road	238.8K (44.7%)
2	Walmart Supercenter / Norman Dr	232.6K (43.5%)
3	Academy Sports + Outdoors / Norman Dr.	223.8K (41.9%)
4	Sam's Club / Norman Dr.	209.5K (39.2%)
5	Promenade Plaza / Norman Dr	194.2K (36.3%)



Perform Market & Retail GAP/Leakage Analysis

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household-level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources.



Food and Beverage Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Food and beverage stores (NAICS 445)	147,203,272	226,357,123	78,054,477
Grocery stores (NAICS 4451)	144,452,022	203,578,203	58,127,569
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	141,892,663	194,213,896	51,365,795
Convenience stores (NAICS 44512)	2,559,359	9,364,306	6,761,774
Specialty food stores (NAICS 4452)	425,829	7,315,792	6,853,467
Meat markets (NAICS 44521)	2,418	2,403,249	2,388,854
Fish and seafood markets (NAICS 44522)	188,088	881,077	688,595
Fruit and vegetable markets (NAICS 44523)	142,445	1,493,526	1,343,626
Other specialty food stores (NAICS 44529)	92,877	2,537,940	2,432,393
Baked goods stores and confectionery and nut stores (NAICS 445291 + 445292)	90,954	1,363,620	1,265,851
All other specialty food stores (NAICS 445299)	1,923	1,174,320	1,166,542
Beer, wine, and liquor stores (NAICS 4453)	2,325,421	15,463,128	13,073,441

Health and Personal Care Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Health and personal care stores (NAICS 446)	69,544,450	102,034,312	32,035,082
Pharmacies and drug stores (NAICS 44611)	67,114,732	84,865,083	17,373,163
Cosmetics, beauty supplies, and perfume stores (NAICS 44612)	909,518	6,433,283	5,495,282
Optical goods stores (NAICS 44613)	7,681	3,571,312	3,546,458
Other health and personal care stores (NAICS 44619)	1,512,519	7,164,835	5,620,178
Food (health) supplement stores (NAICS 446191)	482,245	2,624,895	2,130,820
All other health and personal care stores (NAICS 446199)	1,030,274	4,539,740	3,489,358



Peer
Analysis

Conduct Retail Peer Identification & Analysis

Retailers tend to locate in similar communities and/or trade areas. By identifying communities similar to yours from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Albertville	AL	20,687	20,929	21,837	7,406	\$ 50,633	\$ 292,035,764
Anniston	AL	23,120	21,520	21,791	9,227	\$ 49,467	\$ 284,811,812
Leesburg	FL	21,123	23,064	24,166	9,923	\$ 53,361	\$ 335,226,600
Candler-McAfee	GA	22,945	23,222	23,287	8,656	\$ 48,993	\$ 344,953,815
Griffin	GA	23,581	23,302	23,771	8,573	\$ 49,609	\$ 329,036,186
Laurel	MS	18,998	18,200	18,265	6,573	\$ 47,633	\$ 249,755,290
Vicksburg	MS	23,503	22,485	22,545	8,972	\$ 47,978	\$ 306,068,885
Shelbyville	TN	20,587	22,203	24,276	8,005	\$ 53,671	\$ 312,386,271

City	State	Population (2010)	Population (2018)	Population (2023)	Households (2018)	Average Household Income (2018)	Total Retail Expenditures
Helena	AL	16,809	19,561	21,901	7,044	\$ 89,112	\$ 322,145,245
Pelham	AL	19,169	20,971	22,829	8,099	\$ 85,535	\$ 338,902,533
Fayetteville	GA	17,399	18,730	19,604	7,050	\$ 89,755	\$ 309,342,117
Carrboro	NC	19,201	20,606	21,893	9,016	\$ 88,222	\$ 334,707,676
Clemmons	NC	18,261	20,065	21,049	7,902	\$ 90,668	\$ 316,692,352
Fort Mill	SC	11,742	17,683	21,800	6,613	\$ 93,181	\$ 272,307,124

Day
15-30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed



Consumer Research

Lifestyles – Psychographic Profiles of Trade Area/Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community’s shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

N • N46 • N47 • N48 • N49
Johnny & Janice

N48
Rural Southern Bliss
Lower to middle income multi-generational families living in small towns
🏠 1.45% | 1.65% 👤



Who We Are

<p>Head of household age</p> <p style="font-size: 1.5em;">46-50</p> <p>12.1% 141</p>	<p>Type of property</p> <p style="font-size: 1.5em;">Single family</p> <p>97.8% 123</p>
<p>Estimated household income</p> <p style="font-size: 1.5em;">\$35,000-\$49,999</p> <p>19.7% 144</p>	<p>Household size</p> <p style="font-size: 1.5em;">3 persons</p> <p>13.9% 113</p>
<p>Home ownership</p> <p style="font-size: 1.5em;">Homeowner</p> <p>77.6% 119</p>	<p>Age of children</p> <p style="font-size: 1.5em;">7-9</p> <p>13.2% 140</p>

Channel Preference

👉 64	📶 99	📱 66
@ 217	📺 28	📡 29

Key Features

- Fashion-focused
- Limited discretionary spend
- Aspirational
- Multi-generational households
- Modest educations
- Status-shoppers

Technology Adoption










Mosaic USA
© 2017 Experian Ltd

Day
30-45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ NextSite Retailer Target List completed
- ✓ Retail Marketing Brochure completed



Retail Marketing
Brochure



Retailer
Targets

Identification of Retail Prospects to be Targeted for Recruitment

NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms.

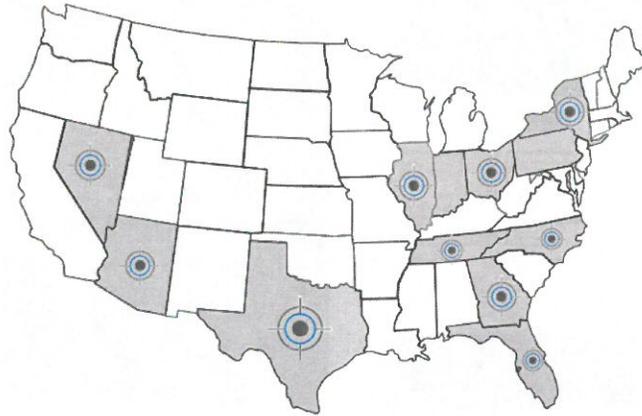
City	State	Population	Average HH Income	10 mi Population	10 mi Avg HH Inc	15 mi Population	15 mi Avg HH Inc	T.J. Maxx	HomeGoods	Ross Stores	Hobby Lobby Stores	Burlington Coat Factory	Five Below	ULTA Beauty	ALDI
Alexandria	LA	46,246	\$58,131	96,169	\$61,248	118,464	\$62,082	80	82	76	1	1	81	1	161
Kyle	TX	44,437	\$81,764	165,550	\$74,008	413,732	\$83,877	16	16	1	8	14	12	11	35
Nacogdoches	TX	33,869	\$54,127	52,034	\$59,665	62,801	\$61,009	21	79	21	2	22	58	21	62
Copperas Cove	TX	32,965	\$65,413	133,272	\$61,550	241,131	\$62,399	36	45	2	11	12	15	15	8
Cleburne	TX	30,920	\$64,887	73,703	\$70,003	158,226	\$77,008	16	16	16	13	23	16	16	12
Harker Heights	TX	29,029	\$83,742	224,328	\$65,317	301,643	\$69,314	30	41	1	4	4	1	1	4
Fuquay-Varina	NC	24,836	\$84,116	206,293	\$100,328	543,499	\$93,723	12	12	12	18	12	12	6	1
Kerrville	TX	24,256	\$65,339	46,386	\$67,753	54,910	\$69,835	45	45	45	44	50	44	45	96
Sidney	OH	20,553	\$65,587	41,524	\$70,753	90,023	\$67,994	33	37	104	29	29	29	33	2
Piqua	OH	19,930	\$53,733	76,791	\$66,332	142,329	\$69,477	28	28	98	20	20	20	28	2
Zachary	LA	16,959	\$88,057	85,362	\$66,907	247,843	\$61,868	20	20	20	16	16	20	16	236

Develop Marketing Materials

NextSite develops marketing materials to market the community and site opportunities to retailers, developers and tenant reps.

Major Retail Competition Aerial

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.



The NextSite conference schedule for the next 12 months includes the following conferences:

ICSC Red River Conference and Deal Making
 ICSC West Florida IDEX
 ICSC Carolinas Conference and Deal Making
 ICSC North Florida IDEX
 ICSC RECon
 ICSC Tennessee/Kentucky IDEX
 ICSC Illinois IDEX
 ICSC Ohio IDEX
 NABHOOD

ICSC Florida Conference and Deal Making
 Retail Live!
 Center Build
 ICSC Southeast Conference and Deal Making
 ICSC Chicago Conference and Deal Making
 ICSC New York Deal Making
 ICSC Gulf South IDEX
 CenterBuild
 Southern Lodging Summit

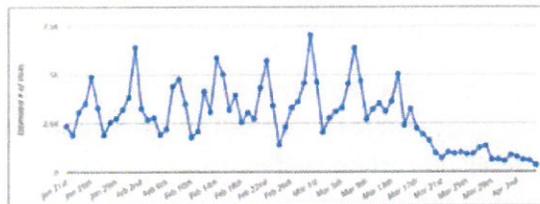


COVID-19 Reporting

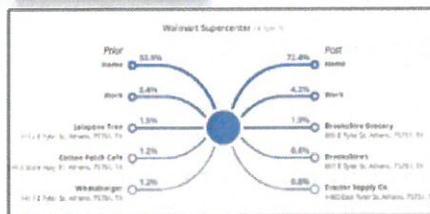
NextSite

NextSite connects community and economic development leaders to the data they need to prepare for the re-opening of the economy

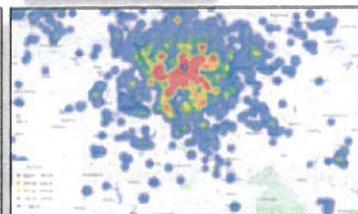
Visit Trends



Customer Journey



Customer Visits



NextSite client community, Cleveland GA, shared NextSite's customer journey analytics with small, local business owners and community leadership to analyze the need for assistance through the crisis and to help prepare for the re-opening of the economy.

"These NextSite customer journey reports were crucial to our local businesses and community leaders for measuring and understanding the potential impacts of the temporary shutdowns related to COVID-19. This is information we needed, that was otherwise unavailable without their assistance."

- Tom O'Bryant, City Administrator - Cleveland, Georgia.

NextSite's Customer Journey Analytics can provide your community with detailed analysis of the impact that COVID-19 is having on your downtown, retail corridors, tourist attractions and hospitality locations. Below are just a few of the benefits these reports provide:

- Understanding the historical travel patterns and visits prior to the start of the pandemic
- A data driven analysis of the decrease in visits during COVID-19 and quarterly updates moving forward to quantify and measure the rebound
- Market analysis you can provide to local/small business owners, developers, property owners and brokers to assist their efforts

Engagement Options

Solution #1 - \$35,000/Yr

- Minimum 3-year agreement
- Updated research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Representation at 10+ retail real estate conferences
- Connecting opportunities to the appropriate real estate contacts
- Quarterly updates or more frequent as recruitment warrants

Solution #2 - \$15,000/Yr + Success Fee

- Minimum 3-year agreement
- Updated research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Representation at 10+ retail real estate conferences
- Connecting opportunities to the appropriate real estate contacts
- Quarterly updates or more frequent as recruitment warrants

Success Fee Contract Language & Schedule

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