



## City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
[www.strongsville.org](http://www.strongsville.org)

February 27, 2014

### City Council

Michael J. Daymut  
President of Council  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

J. Scott Maloney  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
President Pro Tem  
At-Large

Duke Southworth  
At-Large

Leslie J. Seefried, MMC  
Clerk of Council  
[leslie.seefried@strongsville.org](mailto:leslie.seefried@strongsville.org)

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 3, 2014**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

**Caucus will begin at 7:30 p.m.** *All committees listed will meet immediately following the previous committee:*

#### **7:30 P.M.**

**Finance Committee** will meet to discuss Ordinance Nos. 2014-027, 2014-028 and Resolution No. 2014-029.

**Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2013-261, 2014-031, 2014-033, 2014-034, 2014-035 and Resolution Nos., 2014-030, 2014-032.

**Public Safety and Health Committee** Andrew Gatti, Assistant Prosecutor to Timothy McGinty will make a brief introduction of himself and his role in the prosecutor's office. The committee will also meet to discuss Ordinance 2014-036.

**Recreation and Community Services** will meet to discuss Ordinance No. 2014-037.

**Public Service and Conservation Committee** will meet to discuss Ordinance No. 2014-021.

**Economic Development Committee** will meet to discuss Ordinance No. 2014-038 and other items pertinent to the Committee.

**Committee of the Whole** will meet to discuss Ordinance No. 2014-039. A Motion will be made to approve the Committee of the Whole meeting minutes of February 20, 2014.

#### **8:00 P.M.**

#### **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

**BY ORDER OF THE COUNCIL:**

Leslie J. Seefried, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, MARCH 3, 2014 AT 8:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - Regular Council Meeting – February 18, 2014
6. APPOINTMENTS AND CONFIRMATIONS:
7. REPORTS OF COUNCIL COMMITTEES:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
  
  - SCHOOL BOARD – Mr. Carbone:
  
  - BUILDING AND UTILITIES – Mr. Schonhut:
  
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  
  - FINANCE – Mr. Dooner:
  
  - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
  
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
  
  - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
  
  - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS  
OF DEPARTMENTS AND OTHER OFFICERS:

MAYOR PERCIAK:

FINANCE DEPARTMENT - Mr. Dubovec:

LAW DEPARTMENT- Mr. Kolick:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

Ordinance No. 2013-261 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON FALLINGWATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Strongsville Falling Water II, LTD., Owner. Proposed use: Hotel – Hampton Inn & Suites.) *First reading 11-18-13. Unfavorable recommendation by Planning Commission 12-19-13. Second reading 01-06-14. Public Hearing 02-18-14.*

Ordinance No. 2014-021 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading 02-03-14. Second reading 02-18-14.*

Ordinance No. 2014-027 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$3,400,000 FOR THE PURPOSE OF PAYING COSTS OF ADVANCE REFUNDING CERTAIN OF THE CITY'S OUTSTANDING VARIOUS PURPOSE IMPROVEMENT BONDS, SERIES 2005, DATED AS OF JUNE 29, 2005, WHICH PORTION WAS ISSUED FOR THE PURPOSE OF (i) IMPROVING AND EXTENDING FOLTZ INDUSTRIAL PARKWAY BETWEEN CERTAIN TERMINI BY GRADING, DRAINING, PAVING, CONSTRUCTING CURBS, RETAINING WALLS, WATER MAINS, SANITARY SEWERS, VALVES, FIRE HYDRANTS, STORM SEWERS, CATCH BASINS AND MANHOLES, AND OTHERWISE IMPROVING THE SAME, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND (ii) IMPROVING, IN COOPERATION WITH THE DIRECTOR OF TRANSPORTATION OF THE STATE OF OHIO, ROYALTON ROAD BETWEEN CERTAIN TERMINI BY GRADING, DRAINING, WIDENING, RESURFACING, PAVING, RECONSTRUCTING THE BRIDGE OVER THE EAST BRANCH OF THE ROCKY RIVER, CONSTRUCTING CURBS, SIDEWALKS, DRIVEWAY APRONS, WATER MAINS, VALVES, FIRE HYDRANTS, STORM SEWERS, CATCH BASINS AND MANHOLES, INSTALLING TRAFFIC CONTROL SIGNALS, DEVICES AND MEASURES, RELOCATING AND ADJUSTING UTILITIES WHERE NECESSARY, ACQUIRING REAL ESTATE OR INTERESTS THEREIN NECESSARY IN CONNECTION THEREWITH, AND OTHERWISE IMPROVING THE SAME, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, REPEALING ORDINANCE NO. 2013-140, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-028 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,160,000 FOR THE PURPOSE OF PAYING COSTS OF ADVANCE REFUNDING CERTAIN OF THE CITY'S OUTSTANDING VARIOUS PURPOSE IMPROVEMENT BONDS, SERIES 2006, DATED AS OF SEPTEMBER 14, 2006, WHICH PORTION WAS ISSUED FOR THE PURPOSE OF (i) CONSTRUCTING, EQUIPPING, FURNISHING, IMPROVING THE SITE OF, AND OTHERWISE IMPROVING A NEW FIRE STATION, (ii) RENOVATING, EQUIPPING, FURNISHING, AND OTHERWISE IMPROVING THE EXISTING MUNICIPAL SERVICE CENTER COMPLEX, AND (iii) RENOVATING, EQUIPPING, FURNISHING, AND OTHERWISE IMPROVING THE EXISTING POLICE/CITY HALL COMPLEX, REPEALING ORDINANCE NO. 2013-141, AND DECLARING AN EMERGENCY.

Resolution No. 2014-029 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THAT THE COUNTY FISCAL OFFICER CERTIFY CERTAIN INFORMATION TO THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Resolution No. 2014-030 by Mayor Perciak and Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE TEMPORARY MODULAR CLASSROOM UNITS TO BE USED AT THE STRONGSVILLE HIGH SCHOOL AT 20025 LUNN ROAD, IN THE CITY OF STRONGSVILLE.

Ordinance No. 2014-031 by Mr. Maloney. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF SIEDEL FARMS SUBDIVISION NO. 3 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY

Resolution No. 2014-032 by Mr. Maloney. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN SIEDEL FARMS SUBDIVISION NO. 3 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-033 by Mr. Maloney. AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN WATERFORD CROSSING SOUTH SUBDIVISION NO. 16 FOR DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-034 by Mr. Maloney. AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN FIELDSTONE PRESERVE SUBDIVISION PHASE 1 FOR DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-035 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING CHAPTER 1212 OF TITLE TWO, PART TWELVE-PLANNING AND ZONING CODE; AMENDING SECTION 1273.05(c) OF TITLE SIX, PART TWELVE-PLANNING AND ZONING CODE; AND AMENDING THE TITLE OF PRIOR CHAPTER 290 OF TITLE EIGHT, PART TWO-ADMINISTRATION CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO STREAMLINE IMPLEMENTATION OF THE TOWN CENTER DISTRICT.

Ordinance No. 2014-036 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY UNDER THE OHIO EMS GRANT PROGRAM FOR THE PURCHASE OF EMERGENCY MEDICAL EQUIPMENT, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-037 by Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE SOCCER ASSOCIATION, INC. FOR PREMISES LOCATED ON FOLTZ PARKWAY IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-038 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR ACUATIVE CORPORATION, FORMERLY TELSOURCE CORPORATION, AND DECLARING AN EMERGENCY.

Ordinance No. 2013-039 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE LAW DEPARTMENT TO RESOLVE PENDING LITIGATION CONCERNING PPN 397-26-001 IN CONNECTION WITH THE PEARL ROAD WIDENING AND IMPROVEMENT PROJECT PHASE II (CUY-42-0.00), AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Receipt of Renewal Application for Placement of Farmland in an Agricultural District: Meryl and Cynthia Hossfeld, 11698 Handle Road, Strongsville, Ohio. (Application received by Clerk of Council on 02-27-14. Application approved by Cuyahoga County Fiscal Officer on 02-25-14.)
- Receipt of Renewal Application for Placement of Farmland in an Agricultural District: Albert and Anne Fess, 22927 Albion Road, Strongsville, Ohio. (Application received by Clerk of Council on 02-27-14. Application approved by Cuyahoga County Fiscal Officer on 02-25-14.)
- Receipt of Renewal Application for Placement of Farmland in an Agricultural District: Susan L. Schnittke, 11291 Handle Road, Strongsville, Ohio. (Application received by Clerk of Council on 02-28-14. Application approved by Cuyahoga County Fiscal Officer on 02-27-14.)

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 261

By: Mr. Maloney

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON FALLINGWATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located on Fallingwater Road (PPN 396-14-015), in the City of Strongsville, from SC (Shopping Center) classification to MS (Motorist Service) classification, which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

**Section 2.** That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: November 18, 2013 Referred to Planning Commission

Second reading: January 6, 2014 Unfavorable Recommendation by

Third reading: \_\_\_\_\_ Approved: 12/19/13

Public Hearing: February 18, 2014

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2013 – 261  
Page 2

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2013 261 Removed: \_\_\_\_\_  
1st Rdg. 11-18-13 Ref: PC/PZE  
2nd Rdg. 01-06-14 Ref: PZE  
3rd Rdg. \_\_\_\_\_ Red: \_\_\_\_\_

Pub Hrg. 02-18-14 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## Quit-Claim Deed

KNOW ALL MEN BY THESE PRESENTS THAT Strongsville Falling Waters LTD, an Ohio Limited Liability Company, the Grantor, claiming title by or through instrument recorded in Volume 201, Page 69, Cuyahoga County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to its full satisfaction of Strongsville Falling Waters II LTD, an Ohio Limited Liability Company, the Grantee, whose tax mailing address will be 10139 Royalton Rd., Suite K, N. Royalton, OH 44133 does:

GIVE, GRANT, BARGAIN, REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, its heirs and assigns, all right, title and interest as said Grantor has in and to the following described premises, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Block "A" in the Woodlawn Estate, Inc., Ledgewood Subdivision No. 1 and a part of Original Strongsville Township, Lot No. 35 as shown by the recorded plat in Volume 201, Page 69 of the Cuyahoga County Map Records and is further bounded and described as follows;

Beginning at a PK Nail set at the intersection of the easterly right of way line of Falling Water Road - 100 feet wide and the southerly line of the Valley Creek Village Condominiums as shown by the recorded plat in Volume 31, Page 54 of the Cuyahoga County Map Records;

Thence North 87° 36' 49" East along the southerly line of said Valley Creek Village Condominiums and along the southerly line of the Valley Creek Village Cluster Development as shown by the recorded plat in Volume 224, Page 95 of the Cuyahoga County Map Records, a distance of 277.69 feet to a 5/8" diameter capped iron pin set, said point being the Principal Place of Beginning of the premises herein described;

- Course I Thence continuing North 87° 36' 49" East along the southerly line of said Valley Creek Village Cluster Development, a distance of 491.23 feet to a 5/8" diameter capped iron pin set on the westerly line of lands conveyed to VAM, LTD, LCC as recorded in AFN 199909070771;
- Course II Thence South 00° 18' 41" East along the westerly line of said lands conveyed to VAM, LTD, LCC, a distance of 460.23 feet to a 5/8" diameter capped iron pin set at the northeasterly corner of lands conveyed to FHL Investments LTD II as recorded in Volume 84-0334, Page 50 of the Cuyahoga County Records;
- Course III Thence South 87° 36' 49" West along the northerly line of said lands conveyed to FHL Investments LTD II, a distance of 446.84 feet to a PK Nail set on the easterly limits of lands conveyed to Ledgewood Estates as recorded in AFN 200207010657 of the Cuyahoga County Records;
- Course IV Thence North 03° 34' 54" West along the easterly limits of said lands conveyed to Ledgewood Estates, passing through a 1" iron pipe found at a distance of 85.24 feet, a total distance of 193.00 to a 5/8" diameter capped iron pin set;
- Course V Thence North 82° 59' 21" West a distance of 184.79 feet to a 5/8" diameter capped iron pin set;
- Course VI Thence North 86° 37' 03" West a distance of 209.28 feet to a 5/8" diameter capped iron pin set on the easterly right of way line of said Falling Water Road;
- Course VII Thence along the arc of a curve, along the easterly right of way line of said Falling Water Road, deflecting to the right, whose radius is 1485.49 feet which has a chord length of 31.09 feet which bears North 18° 36' 33" East, a distance of 31.09 feet to a 5/8" diameter capped iron pin set;
- Course VIII Thence South 86° 37' 03" East a distance of 202.07 feet to a 5/8" diameter capped iron pin set;
- Course IX Thence South 82° 59' 21" East a distance of 116.90 feet to a 5/8" diameter capped iron pin set;
- Course X Thence North 33° 08' 15" East a distance of 65.28 feet to a 5/8" diameter capped iron pin set;
- Course XI Thence North 01° 55' 41" West a distance of 173.01 feet to the Principal Place of Beginning of the premises herein described containing 5.265 Acres (229,353 s.f.) of

COUNTY ENGINEER TAX MAP DIVISION  
LEGAL DESCRIPTION APPROVED FOR SPLIT  
BY: DEED ☐ MAP ☐ PLAT ☒



land, be the same more or less but subject to all legal highways and easements as surveyed, calculated and described by John Alban, Registered Surveyor No. 7651 in February, 2005. Bearings used herein refer to an assumed meridian and are intended to indicate angles only. Deed of reference is Volume 88-3477, Page 68 and Volume 88-3478, Page 25 of the Cuyahoga County Records.

Permanent Parcel No(s):

**TO HAVE AND TO HOLD** the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand the 7th day of April, 2005.

**GRANTOR:**

Dean Asimes, President  
Strongsville Fallings Waters, LTD

STATE OF OHIO )

) ss.

CUYAHOGA COUNTY )

**EXECUTED BEFORE ME**, on the 7th day of April, 2005, by Dean Asimes, President, Strongsville Falling Waters LTD, an Ohio Limited Liability Company, who, under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said person.

*Carol Clark*  
NOTARY PUBLIC

My Commission has no  
expiration date

**This Instrument Prepared By:**

*Francis P. Manning*  
Francis P. Manning  
Attorney at Law  
Western Reserve Law Building  
7556 Mentor Avenue  
Mentor, Ohio 44060

Permanent Parcel #: 396-14-015  
396-14-017

Type Instrument: Quit Claim Deed Ex	Date: 5/23/2005 12:13:00 PM
Tax District #: 3340	Tax List Year: 2005
Grantor: STRONGSVILLE FALLING WAT	Land Use Code: 4450
Grantee: STRONGSVILLE FALLING WAT	Land Value: 206,600
Balance Assumed: \$ 0.00	Building Value: 0
Total Consideration: \$ 0.00	Total Value: 206,600
Conv. Fee Paid: \$ 0.00	Arms Length Sale: NO
Transfer Fee Paid: \$ 1.00	Rept: D-05232005-16
Fee Paid by: CASH	Inst #: 157701
Exempt Code:	Check #:

CUYAHOGA COUNTY RECORDER  
200505230953 PAGE 2 of 2

*Frank Russo*  
CUYAHOGA COUNTY AUDITOR

# PROJECT DATA

CERTIFIED BUILDING ADDRESS:  
FALLING RIVER ROAD, STRONGSVILLE, OHIO 44136

PARCEL NUMBER: 396-14-015

PARCEL OWNER: STRONGSVILLE FALLING WATERS II, LTD

PARCEL AREA: 5.26 ACRES TOTAL

ZONING: SC - SHOPPING CENTER

CURVE DATA:  
R=1485.49'  
Δ=22° 33' 35"  
C=31.09'  
B=N18° 36' 33"E

FALLING WATER RD  
EXISTING ASPHALT

STRONGSVILLE FALLING  
WATER, LTD  
PARCEL NO. 396-14-017

STRONGSVILLE FALLING  
WATER, LTD  
PARCEL NO. 396-14-050

LEDGEWOOD EQUITIES, LLC  
PARCEL NO. 396-14-011

VALLEY CREEK VILLAGE ASSOC  
PARCEL NO. 396-14-008

EXISTING RETAINING WALL

STRONGSVILLE FALLING WATERS II, LTD  
PARCEL NO. 396-14-015

VAM II, LTD  
PARCEL NO.  
396-14-001

FHL STRONGSVILLE  
PROPERTIES, LTD  
PARCEL NO. 396-14-001

HAMPTON INN & SUITES  
FALLING WATER ROAD  
STRONGSVILLE, OHIO 44136

SITE PLAT

1/1



## APPLICANT

ALLIANCE HOSPITALITY, INC.  
600 ENTERPRISE DRIVE  
LEWIS CENTER, OH 43035  
CONTACT: NITIN PATEL  
PHONE: 614-846-6600  
EMAIL: NITIN.PATEL@AHHOTELS.COM

## ENGINEER

THE MANNIK & SMITH GROUP, INC.  
815 GRANDVIEW AVENUE, SUITE 650  
COLUMBUS, OHIO 43214  
CONTACT: JEFF C. DIETRICH  
PHONE: 614-441-8827  
EMAIL: JDIETRICH@MANNIKSMITHGROUP.COM

NOTE: THIS IS NOT A  
BOUNDARY SURVEY.

## LEGEND

- EX COMMUNICATIONS
- EX FENCE
- EX GAS
- EX SANITARY
- EX STORM
- EX UNDERGROUND ELECTRIC
- EX WATER
- EX CATCH BASIN
- EX CURB INLET
- EX STORM MANHOLE
- EX LIGHT POLE
- EX FIRE HYDRANT
- EX WATER VALVE
- EX SIGN



LOCATION MAP  
NOT TO SCALE

EXHIBIT B





**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2013-261

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: Falling Water Rd, Strongsville, OH 44136

Permanent Parcel No.: 396-14-015

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Falling Water Rd to the west.

Number and type of buildings which now occupy property (if any): No buildings currently occupy property.

Acreage: 5.26 AC

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): N/A

Said deed restrictions (will) (have) expire(d) on: N/A

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Strongsville Falling Water II, LTD</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]  
Signature of Owner(s) DEAN STRAIN

State of Ohio       )  
County of Cuyahoga )

Sworn to and subscribed to in my presence this 30<sup>th</sup> day of October, 2013.



SANDRA L DULAY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
December 18, 2016

[Signature]  
Notary Public

My commission expires Dec 18, 2016

\* Please pay particular attention to the details in item number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2013-261

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class SC use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The applicant, whose business is hospitality, wishes to construct a hotel on this site which will allow travelers from I-71 to stop for a rest in a location which grants them access to nearby shopping and dining facilities, bringing business to the City of Strongsville. The applicant also hopes to provide a place for out of town guests to stay while visiting family from the City of Strongsville and a place where local businesses can lodge their travelling employees.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: \_\_\_\_\_

The proposed use will be for a low noise level facility that will be properly screened and shall comply with all building requirements of the City of Strongsville

Please list other supporting documents (if any) which accompany this petition:

1. Zoning Site Plan (14 copies)

2. \_\_\_\_\_

3. \_\_\_\_\_

THE PROPOSED USE OF THE PROPERTY IS: Hotel - Hampton Inn & Suites

Name, address and **telephone number** of applicant or applicant's agent:

Name: The Mannik & Smith Group (Applicant's Agent)

Address: 815 Grandview Ave, Suite 650, Columbus, OH 43215

Telephone Number: (614) 441-8827

Signature of Owner(s) *[Signature]*

DEAN ASHLEY

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 30<sup>th</sup> day of OCTOBER, 2013.

Notary Public: Sandra L. Duly

In and for the State of Ohio

My Commission Expires December 18, 2016

Notary Public

December 18, 2016 My commission expires: DEC 18, 2016

Particular attention to the details in item number 5 on page one. The certified list of property owners shall be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Planning Commission

**FROM:** Leslie Seefried, Clerk of Council

**DATE:** November 19, 2013

**SUBJECT:** Referrals from Council: Ordinance No. 2013-260, 2013-261, 2013-075

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At its regular meeting of November 18, 2013, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-260 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY. (PDS Properties, Ltd., Owner. Proposed use: Existing auto collision repair facility with proposed building addition.) *First reading 11-18-13.*

Ordinance No. 2013-261 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON FALLINGWATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Strongsville Falling Water II, LTD., Owner. Proposed use: Hotel-Hampton Inn & Suites.) *First reading 11-18-13.*

Ordinance No. 2013-075 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1262.04 AND 1262.05 OF CHAPTER 1262 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO REVISE CERTAIN ACCESSORY USES INCLUDING REMOVAL OF RECREATION AND PHYSICAL FITNESS FACILITIES FROM GENERAL INDUSTRIAL (GI) AND GENERAL INDUSTRIAL-A (GI-A) DISTRICTS, AND DECLARING AN EMERGENCY, AS AMENDED. *First reading 03-18-13. Second reading 04-01-13; amended by substitution. Third reading 11-18-13.*

A copy of each ordinance is attached for Planning Commission review.

LJS  
Attachments

## MEMORANDUM

RECEIVED

DEC - 6 2013

CITY OF STRONGSVILLE  
CITY COUNCIL

TO: Leslie Seefried, Council Clerk  
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 6, 2013

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Please be advised that at its meeting of December 5, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2013-260**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8000 Pearl Road in the City of Strongsville from MS (Motorist Service) Classification to CS (Commercial Service) Classification (Part of PPN 395-05-016 and from PF (Public Facilities) Classification to CS (Commercial Service) Classification (Part of PPN 395-06-016).

### **ORDINANCE NO. 2013-075**

An Ordinance Amending Sections 1262.04 and 1262.05 of Chapter 1262 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville to Revise Certain Accessory Uses Including Removal of Recreation and Physical Fitness Facilities from General Industrial (GI) and General Industrial-A (GI-A) Districts.

Also at that meeting the Planning Commission **Tabled** the following to allow more time to study the Ordinance.

### **ORDINANCE NO. 2013-261**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located on Fallingwater Road (PPN 396-14-015) in the City of Strongsville, from SC (Shopping Center) Classification to MS (Motorist Service) Classification.



## MEMORANDUM

RECEIVED

DEC 23 2013

CITY OF STRONGSVILLE  
CITY COUNCIL

**TO:** Leslie Seefried, Council Clerk  
Ken Kraus, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** December 20, 2013

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Please be advised that at its meeting of December 19, 2013 the Strongsville Planning Commission gave **Unfavorable Recommendation** to the following;

**ORDINANCE NO. 2013-261**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located on Fallingwater Road (PPN 396-14-015) in the City of Strongsville, from SC (Shopping Center) Classification to MS (Motorist Service) Classification.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 021

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2014 and 2015; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such purchases.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the bid submitted by **SHELLY MATERIALS, INC. dba MEDINA SUPPLY COMPANY** for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2014 and 2015, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected. Any informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase and delivery of ready mix concrete for use by the Service Department of the City during the two-year period of 2014 and 2015, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$299,650.00 annually, and except for certain other related costs which will be imposed at bid unit prices and in addition thereto, if applicable (fuel surcharge; extra stop charge; less than load charge; and winter operation charge).

**Section 3.** That the funds necessary for the purpose of such contract have been appropriated for the year 2014, and shall be paid from the Street Construction, Maintenance and Repair Fund and the Sanitary Sewer Fund; and the Director of

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 021  
Page 2

Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Service Department. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schönhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-021 Amended: \_\_\_\_\_  
1st Rdg. 02-03-14 Ref: Public Service + Comm.  
2nd Rdg. 02-18-14 Ref: Public Service + Conservation  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014-027

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$3,400,000 FOR THE PURPOSE OF PAYING COSTS OF ADVANCE REFUNDING CERTAIN OF THE CITY'S OUTSTANDING VARIOUS PURPOSE IMPROVEMENT BONDS, SERIES 2005, DATED AS OF JUNE 29, 2005, WHICH PORTION WAS ISSUED FOR THE PURPOSE OF (i) IMPROVING AND EXTENDING FOLTZ INDUSTRIAL PARKWAY BETWEEN CERTAIN TERMINI BY GRADING, DRAINING, PAVING, CONSTRUCTING CURBS, RETAINING WALLS, WATER MAINS, SANITARY SEWERS, VALVES, FIRE HYDRANTS, STORM SEWERS, CATCH BASINS AND MANHOLES, AND OTHERWISE IMPROVING THE SAME, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND (ii) IMPROVING, IN COOPERATION WITH THE DIRECTOR OF TRANSPORTATION OF THE STATE OF OHIO, ROYALTON ROAD BETWEEN CERTAIN TERMINI BY GRADING, DRAINING, WIDENING, RESURFACING, PAVING, RECONSTRUCTING THE BRIDGE OVER THE EAST BRANCH OF THE ROCKY RIVER, CONSTRUCTING CURBS, SIDEWALKS, DRIVEWAY APRONS, WATER MAINS, VALVES, FIRE HYDRANTS, STORM SEWERS, CATCH BASINS AND MANHOLES, INSTALLING TRAFFIC CONTROL SIGNALS, DEVICES AND MEASURES, RELOCATING AND ADJUSTING UTILITIES WHERE NECESSARY, ACQUIRING REAL ESTATE OR INTERESTS THEREIN NECESSARY IN CONNECTION THEREWITH, AND OTHERWISE IMPROVING THE SAME, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, REPEALING ORDINANCE NO. 2013-140, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2005-89, passed June 6, 2005, (the Original Bond Legislation), the City issued its Various Purpose Improvement Bonds, Series 2005, dated as of June 29, 2005 (the 2005 Bonds), as a consolidated issue pursuant to Section 133.30(B) of the Revised Code in the aggregate principal amount of \$6,685,000, for various purposes, including those identified in Section 2 as Project No. 1 and Project No. 2, with the principal amount of the Series 2005 Bonds attributable to Project No. 1 being \$1,285,000, and attributable to Project No. 2 being \$2,470,000; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to advance refund at a lower overall interest cost all or a portion of the 2005 Bonds maturing on and after December 1, 2020, which 2005 Bonds maturing on and after December 1, 2020 were issued for, and include only Projects identified as Project No. 1 and Project No. 2 in Section 2, all as set forth and further described in the Original Bond Legislation, and to issue the Bonds described in Section 2 to provide funds sufficient, together with any other amounts available to the City, for that purpose, including the payment of expenses related to that refunding and to the issuance of the Bonds; and

On June 17, 2013, this Council passed Ordinance No. 2013-140 providing for the issuance of the Bonds and that refunding and, as a result of delays caused by market conditions

existing after that date, has determined to repeal Ordinance No. 2013-140 and to pass this ordinance to extend the date by which the Bonds may be issued and to amend other provisions related to that extension; and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of Project No. 1 and Project No. 2 as described in Section 2 is at least five years, that the estimated maximum maturity of the bonds described in Section 2 with respect to both Project No. 1 and Project No. 2 is at least December 1, 2025;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, that:

Section 1. Definitions and Interpretations. In addition to the words and terms elsewhere defined in this ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (a) with respect to Capital Appreciation Bonds, if any, the denomination equal to the principal amount that, when interest is accrued and compounded thereon at the applicable compounding interest rate on each Interest Accretion Date to the stated maturity of those Bonds, will result in a Maturity Amount of \$5,000 or any integral multiple thereof and (b) with respect to Current Interest Bonds, the denomination of \$5,000 or any integral multiple thereof.

“Bond proceedings” means, collectively, this ordinance, the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds appointed pursuant to Section 4 until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Book-entry form” or “book-entry system” means a form or system under which (a) the ownership of book-entry interests in Bonds and the principal of and interest on Bonds may be transferred only through a book-entry, and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds deposited with and maintained in the custody of the Depository or its agent. The book-entry maintained by others than the City is the record that identifies the owners of book-entry interests in those Bonds and that principal and interest.

“Capital Appreciation Bonds” means any Bonds designated as such in the Certificate of Award, maturing on the Principal Payment Dates, being in the principal amounts and having the Maturity Amounts, all as set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

“Certificate of Award” means the certificate authorized by subsection (a) of Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds, which date shall not be later than December 1, 2014.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Compound Accreted Amount” means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount of a Capital Appreciation Bond as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for that Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Bond on the immediately preceding Interest Accretion Date minus (B) the Compound Accreted Amount of that Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the principal amount of that Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“Continuing Disclosure Agreement” means the agreement authorized by subsection (c) of Section 6, which, together with the agreements of the City set forth in that subsection, shall constitute the Continuing Disclosure Agreement made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Current Interest Bonds” means, collectively, the Current Interest Serial Bonds and the Term Bonds.

“Current Interest Serial Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of book-entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Escrow Agreement" means the Escrow Agreement between the City and the Escrow Trustee, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 7.

"Escrow Trustee" means the escrow trustee for the refunding of the Refunded Bonds appointed pursuant to Section 7 until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, "Escrow Trustee" shall mean the successor Escrow Trustee.

"Interest Accretion Dates" means, as to any Capital Appreciation Bonds, each June 1 and December 1 in the years during which any Capital Appreciation Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award.

"Interest Payment Dates" means (a) as to Current Interest Bonds, June 1 and December 1 of each year during which the Current Interest Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award, which first date shall not be later than June 1, 2015, and (b) as to any Capital Appreciation Bonds, their respective maturity dates.

"Maturity Amount" means, with respect to a Capital Appreciation Bond, the principal of and interest on that Bond due and payable at its stated maturity.

"Original Purchaser" means The Huntington Investment Company, or such other entity or entities as may be designated by the Director of Finance in the Certificate of Award.

"Participant" means any participant contracting with a Depository under a book-entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"Principal Payment Dates" means December 1 in each of the years designated by the Director of Finance in the Certificate of Award, commencing no later than December 1, 2015 and ending no later than December 1, 2025.

"Purchase Agreement" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 6.

"Registrar Agreement" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 4.

"Rule" means Rule 15c2-12 prescribed by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

"Term Bonds" means those Current Interest Bonds designated as such and maturing on the Principal Payment Date or Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. It is necessary to issue bonds of this City in a maximum aggregate principal amount of \$3,400,000 (the Bonds) for the purpose of paying costs of advance refunding certain of the City's Various Purpose Improvement Bonds, Series 2005, dated as of June 29, 2005 (the Refunded Bonds), which portion was issued for the purpose of (i) improving and extending Foltz Industrial Parkway between certain termini by grading, draining, paving, constructing curbs, retaining walls, water mains, sanitary sewers, valves, fire hydrants, storm sewers, catch basins and manholes, and otherwise improving the same, all together with the necessary appurtenances thereto (Project No. 1), and (ii) improving, in cooperation with the Director of Transportation of the State of Ohio, Royalton Road between certain termini by grading, draining, widening, resurfacing, paving, reconstructing the bridge over the East Branch of the Rocky River, constructing curbs, sidewalks, driveway aprons, water mains, valves, fire hydrants, storm sewers, catch basins and manholes, installing traffic control signals, devices and measures, relocating and adjusting utilities where necessary, acquiring real estate or interests therein necessary in connection therewith, and otherwise improving the same, all together with the necessary appurtenances thereto (Project No. 2), and to pay expenses related to the issuance of the Bonds and the advance refunding of the Refunded Bonds. For internal accounting purposes of the City, that maximum principal amount of Bonds is hereby allocated and attributed to the extent of a maximum of: \$1,145,000 with respect to Project No. 1, and \$2,255,000 with respect to Project No. 2.

The principal maturities of the 2005 Bonds to be advance refunded shall be selected by the Director of Finance (and which principal maturities so selected thereupon shall constitute Refunded Bonds hereunder as defined in the preambles hereto) and set forth in Certificate of Award based on market conditions existing at that time and which he shall determine to be in the best interest of and financial advantages to the City, which principal maturities must be all or a portion of the Bonds maturing on and after December 1, 2020.

The aggregate principal amount of Bonds to be issued shall not exceed \$3,400,000 and shall be in an amount determined by the Director of Finance to be the aggregate principal amount of Bonds that is required to be issued, taking into account the purchase price of the Bonds, in order to effect the purpose for which the Bonds are to be issued, and also taking into account his determination of the 2005 Bonds to be Refunded Bonds, including the payment of expenses relating to the advance refunding of the Refunded Bonds and the issuance of the Bonds, which amount shall be set forth in the Certificate of Award.

Subject to the limitations set forth in this ordinance, the aggregate principal amount of the Bonds to be issued, the principal maturities of and principal payment schedule for the Bonds, the interest rate or rates that the Bonds shall bear and certain other terms and provisions of the Bonds identified in this ordinance are subject to further specification or determination in the Certificate of Award upon the finalization of the terms and provisions of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be designated as "Various Purpose Improvement Refunding Bonds, Series 2014," or such other designation as set forth in the Certificate of Award, and shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a

particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are issued as Capital Appreciation Bonds) shall be determined by the Director of Finance in the Certificate of Award, having due regard to the best interest of and financial advantages to the City. The Current Interest Bonds shall be dated as of the Closing Date, or such other date as may be established by the Director of Finance in the Certificate of Award, and any Capital Appreciation Bonds shall be dated as of the Closing Date.

(a) Interest Rates and Payment Dates. The Current Interest Bonds shall bear the rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not exceeding 6.0% per year for any stated maturity, as shall be specified by the Director of Finance (subject to the provisions of subsection (c) of this Section) in the Certificate of Award. Interest on the Current Interest Bonds shall be payable on each Interest Payment Date until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not exceeding 10.0% per year for any stated maturity, accrued and compounded on each Interest Accretion Date and payable at maturity, which will result in the aggregate Maturity Amounts payable at maturity, as shall be specified by the Director of Finance (subject to the provisions of subsection (c) of this Section) in the Certificate of Award; provided, that all Capital Appreciation Bonds of the same maturity shall bear the same compounding rate of interest. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond as of that date exceeds the principal amount of that Capital Appreciation Bond.

(b) Principal Payment Schedule. (i) The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in the following principal amounts (based on an estimated principal amount of \$3,330,000):

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2014	\$ 80,000	2020	\$275,000
2015	50,000	2021	345,000
2016	265,000	2022	355,000
2017	270,000	2023	375,000
2018	270,000	2024	380,000
2019	275,000	2025	390,000

; provided that, subject to the limitations set forth in Section 2 and subsection (c) of this Section, the principal amount of Bonds payable on any one or more of the Principal Payment Dates may be increased or decreased and the Principal Payment Dates may be adjusted consistent with the terms of this ordinance, as specified by the Director of Finance in the Certificate of Award. The Director of Finance shall allocate the principal payment schedule to each Project in the Certificate of Award in an approximate pro rata basis (which may be rounded to Authorized Denominations) by



reference to the respective principal amount then outstanding for each Project, consistent with the Original Bond Legislation and the related certificate of award for the 2005 Bonds, and subject to the maximum principal amount for each Project set forth in Section 2.

(ii) Consistently with the provisions of (b)(i) above and (c) below and in accordance with that officer's determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (A) the aggregate principal amount of Bonds to be issued, (B) the aggregate principal amount of Bonds to be issued as Current Interest Bonds, (C) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, (D) the aggregate principal amount of Current Interest Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (E) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such that (i) there is at least \$5,000 maturing on any Principal Payment Date, (ii) the aggregate principal and interest payments to be made on the Bonds are less than the aggregate principal and interest payments that would remain to be made on the Refunded Bonds in the absence of any call for optional redemption of the Refunded Bonds, and (iii) the Principal Payment Dates shall end no later than December 1, 2025.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar, or such other office designated by the Bond Registrar and approved by the Director of Finance. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book-entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book-entry system.

(e) Redemption Provisions. Any Capital Appreciation Bonds shall not be subject to redemption prior to stated maturity. Except as otherwise provided in the Certificate of Award consistently with the determination by the Director of Finance of the best interest of and financial advantages to the City, the Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Current Interest Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on the Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the forty-fifth day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. If determined in the Certificate of Award to be in the best interest of and financially advantageous to the City, the Current Interest Bonds or portions thereof as designated and set forth in the Certificate of Award shall be subject to prior redemption by and at the sole option of the City, in whole or in part on any date, in integral multiples of \$5,000 at the optional redemption dates and at the redemption prices (expressed as a percentage of the principal amount redeemed) specified in the Certificate of Award plus, in each case, accrued interest to the redemption date, provided the earliest optional redemption date shall not be earlier than December 1, 2018 and the highest redemption price shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of this City Council by adoption of a resolution or passage of an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given to the Bond Registrar at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity or interest rate within a maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity and interest rate within a maturity are to be redeemed, the selection of such Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units

of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (i) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of subsection (d) of Section 3, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid,

those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar.

The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond and to distinguish Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance and the Certificate of Award.

The Huntington National Bank, Columbus, Ohio, is appointed to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds, provided, however, that the Director of Finance is authorized to appoint, in the Certificate of Award, a different Bond Registrar, after determining that any such bank or trust company appointed as Bond Registrar will not endanger the funds or securities of the City and that any such appointment is in the best interest of and financially advantageous to the City. The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book-Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its principal corporate trust office, or such other office designated by the Bond Registrar and approved by the Director of Finance. Subject to the provisions of subsection (d) of Section 3 and subsection (c) of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Subject to any inhibitions during any period in which the Bonds are in book-entry form, any Bond may be (i) exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, or such other office designated by the Bond Registrar and approved by the Director of Finance, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar, and (ii) transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office, or such other office designated by the Bond Registrar and approved by the Director of Finance, together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book-Entry System. Notwithstanding any other provisions of this ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book-entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book-entry system and, if and so long as a book-entry system is utilized, (i) the Bonds may be issued in the form of a single, fully

registered Bond representing each maturity and registered in the name of the Depository or its designated nominee, as registered owner, and deposited with and retained in the custody of the Depository or its agent, which may be the Bond Registrar; (ii) the owners of book-entry interests in Bonds shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book-entry interests in Bonds shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book-entry interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book-entry system, the Director of Finance may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the book-entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book-entry system for the Bonds, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

#### Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price not less than 97% of the aggregate principal amount thereof plus any accrued interest on the Current Interest Bonds from their date to the Closing Date, as shall be determined by the Director of Finance in the Certificate of Award, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this ordinance to be specified in the Certificate of Award, in accordance with law, the provisions of this ordinance and the Purchase Agreement.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office), and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other unvoted bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale of the Bonds to, and the purchase of the Bonds by, the Original Purchaser. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance or the Certificate of Award and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are authorized and directed, in the name and on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement (including within such term, but not limited to, an annual information statement) relating to the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign the final official statement together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements as they may deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are authorized and directed, in the name and on behalf of the City and in their official capacities, to complete, sign and deliver the Continuing Disclosure Agreement in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating. If, in the judgment of the Mayor or the Director of Finance, the filing of an application for a rating on the Bonds by one or more nationally-recognized rating agencies is in the best interest of and financially advantageous to this City, the Mayor or the Director of Finance may prepare and submit those applications, provide to each such agency such



information as may be required for the purpose, and provide further for the payment of the cost of obtaining each such rating, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

(e) Application of Proceeds from Sale of Bonds. The proceeds from the sale of the Bonds received by the City, except any accrued interest, shall be paid into the proper fund or funds as further described herein, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued, including the refunding and redemption of the Refunded Bonds as further described herein. Any portion of those proceeds received by the City representing accrued interest shall be paid into the Bond Retirement Fund. The expenditure of amounts necessary to pay financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds is authorized and approved.

Section 7. Redemption of Refunded Bonds; Escrow Agreement; Escrow Fund. This City Council determines that, subject to the determination of the Director of Finance that interest rates available on the sale date for the Bonds will enable the City to obtain sufficient debt service savings on the Refunded Bonds, it is necessary and in the best interest of the City to advance refund the Refunded Bonds and to redeem the Refunded Bonds by optional redemption on December 1, 2015 (the Redemption Date) at a redemption price of 100% of the principal amount thereof, plus any accrued interest to the Redemption Date, all in accordance with the Original Bond Legislation. The Director of Finance is authorized and directed to give to the entity presently serving as the bond registrar and paying agent for the Refunded Bonds, on or promptly after the Closing Date, written notice of the call for redemption of the Refunded Bonds on the Redemption Date, and the Refunded Bonds shall be redeemed in accordance with the provisions of the Original Bond Legislation and the Escrow Agreement on the Redemption Date. The City covenants for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

The Huntington National Bank is authorized and appointed to act as the Escrow Trustee with respect to the advance refunding of the Refunded Bonds. The Escrow Trustee is authorized and directed to cause notice of the advance refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Escrow Agreement, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from and other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

There is created under the Escrow Agreement a trust fund which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is

pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Director of Finance is hereby authorized and directed to pay, or cause to be paid, to the Escrow Trustee for deposit in the Escrow Fund (i) all of the proceeds from the sale of the Bonds, except any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Director of Finance, any accrued interest, and any amount of those proceeds set forth in the Certificate of Award as representing additional premium from the sale of the Bonds and not needed for deposit in the Escrow Fund or for the payment of those expenses, which amount shall be deposited in the Bond Retirement Fund, and (ii) such amount, if any, as may be set forth in the Certificate of Award as on deposit in the Bond Retirement Fund or otherwise available to be used to provide for the refunding of the Refunded Bonds. Those funds are appropriated and shall be applied to pay principal of and interest on the Refunded Bonds, all as provided in the Escrow Agreement. The securities deposited into the Escrow Fund shall be certified by an independent accounting firm to be selected by the Director of Finance (the "Verification Agent"), to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or interest earnings therefrom together with any such cash deposited with and to be retained in that form by the Escrow Trustee, be sufficient to pay the principal of and interest and any redemption premium on the Refunded Bonds through the date of redemption.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for the payment of (i) interest when due on the Refunded Bonds on each date on which interest is due from the first such date following the Closing Date to and including their redemption, and (ii) the principal of all of the Refunded Bonds when due following the Closing Date and upon their redemption, as provided in the Escrow Agreement. After the redemption of, and payment in full of the principal of and interest on, the Refunded Bonds, any moneys remaining in the Escrow Fund shall be transferred to the Bond Retirement Fund.

If U.S. Treasury Securities -- State and Local Government Series are to be purchased for the Escrow Fund, the Escrow Trustee is hereby specifically authorized to file, on behalf of the City, subscriptions for the purchase and issuance of those U.S. Treasury Securities - State and Local Government Series and any actions heretofore taken by the Escrow Trustee in connection therewith are hereby ratified, approved and confirmed. If, in the judgment of the Director of Finance, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to this City, the Director of Finance or any other officer of the City, on behalf of the City and in his official capacity, may purchase and deliver such obligations, engage the services of a financial advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken by any of those officers in connection with the foregoing are hereby ratified and approved.

If the City determines to refund other outstanding unvoted general obligation bonds (collectively, the Other Refunded Obligations) contemporaneously with the refunding of the Refunded Bonds, the proceeds from the sale of bonds and other funds necessary and sufficient for that purpose may be deposited in the Escrow Fund and commingled and invested with the proceeds of the Bonds and other funds necessary and sufficient for the refunding of the Refunded Bonds. In that event, the Escrow Fund shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and the Other Refunded Obligations and pledged to the payment of principal of and interest and redemption premium on the Refunded Bonds and the Other Refunded Obligations.

Section 8. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 9. Federal Tax Considerations. The Director of Finance may, if he determines it to be in the best interest of and financial advantage to the City given current market conditions, determine not to issue any portion of the Bonds as tax-exempt obligations, meaning that the interest on that portion of Bonds is not excluded from gross income for federal tax purposes, any such determination to be indicated in the Certificate of Award. The representations and covenants in this Section apply only to Bonds that are issued as tax-exempt obligations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election,

selection, designation (including designation or treatment of the Bonds as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment or status of the Bonds and interest thereon.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 10. Retention of Bond Counsel. In connection with the issuance of the Bonds, the legal services of Squire Sanders (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver promptly a certified copy of this ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer as soon as each is available.

Section 12. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 8) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13. Repeal of Ordinance 2013-140. This Council hereby repeals Ordinance No. 2013-140, passed on June 17, 2013.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely access the financial markets in order to refund at a lower interest cost the Refunded Bonds and thereby achieve interest rate savings and a preservation of the funds and the credit of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-027 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATE**  
(Advance Refunding Series 2005 Bonds)


To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of bonds in the maximum aggregate principal amount of \$3,400,000 (the Bonds) for the purpose of advance refunding certain of the City's outstanding Various Purpose Improvement Bonds, Series 2005, dated as of June 27, 2005, which portion was issued for the purpose of (i) improving and extending Foltz Industrial Parkway from a point approximately 1,190 feet south of its intersection with Drake Road thence southerly approximately 1,500 feet to a point by grading, draining, paving, constructing curbs, retaining walls, water mains, sanitary sewers, valves, fire hydrants, storm sewers, catch basins and manholes, and otherwise improving the same, all together with the necessary appurtenances thereto (Project No. 1), and (ii) improving, in cooperation with the Director of Transportation of the State of Ohio, Royalton Road from the western corporate limits of the City thence easterly to a point approximately 1,000 feet west of its intersection with U.S. Route 42 and from its interchange with U.S. Interstate 71 thence easterly to the eastern corporate limits of the City by grading, draining, widening, resurfacing, paving, reconstructing the bridge over the East Branch of the Rocky River, constructing curbs, sidewalks, driveway aprons, water mains, valves, fire hydrants, storm sewers, catch basins and manholes, installing traffic control signals, devices and measures, relocating and adjusting utilities where necessary, acquiring real estate or interests therein necessary in connection therewith, and otherwise improving the same, all together with the necessary appurtenances thereto (Project No. 2), that:

1. The estimated life or period of usefulness of each of Project No. 1 and Project No. 2 is at least five years.

2. The estimated maximum maturity of the Bonds for each of Project No.1 and Project No. 2, calculated in accordance with Section 133.20 and Section 133.34 of the Revised Code and based on the fiscal officer's certificates that I have previously delivered in connection with each of those Projects, is at least December 1, 2025.

Dated: March 3, 2014

  
\_\_\_\_\_  
Director of Finance  
City of Strongsville, Ohio



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014-028

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,160,000 FOR THE PURPOSE OF PAYING COSTS OF ADVANCE REFUNDING CERTAIN OF THE CITY'S OUTSTANDING VARIOUS PURPOSE IMPROVEMENT BONDS, SERIES 2006, DATED AS OF SEPTEMBER 14, 2006, WHICH PORTION WAS ISSUED FOR THE PURPOSE OF (i) CONSTRUCTING, EQUIPPING, FURNISHING, IMPROVING THE SITE OF, AND OTHERWISE IMPROVING A NEW FIRE STATION, (ii) RENOVATING, EQUIPPING, FURNISHING, AND OTHERWISE IMPROVING THE EXISTING MUNICIPAL SERVICE CENTER COMPLEX, AND (iii) RENOVATING, EQUIPPING, FURNISHING, AND OTHERWISE IMPROVING THE EXISTING POLICE/CITY HALL COMPLEX, REPEALING ORDINANCE NO. 2013-141, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2006-144, passed July 5, 2006, (with respect to Project No. 3), Ordinance No. 2006-146, passed July 5, 2006 (with respect to Project No. 4), and Ordinance No. 2006-147, passed July 5, 2013 (with respect to Project No. 5) (collectively, the Original Bond Legislation), the City issued its Various Purpose Improvement Bonds, Series 2006, dated as of September 14, 2006 (the 2006 Bonds), as a consolidated issue pursuant to Section 133.30(B) of the Revised Code in the aggregate principal amount of \$11,740,000, for various purposes, including those identified in Section 2 as Project No. 3, Project No. 4 and Project No. 5, with the principal amount of the Series 2006 Bonds attributable to Project No. 3 being \$8,000,000, Project No. 4 being \$1,000,000, and Project No. 5 being \$550,000; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to advance refund at a lower overall interest cost all or a portion of the 2006 Bonds maturing on and after December 1, 2017, which 2006 Bonds maturing on and after December 1, 2017 were issued for, and include only Projects identified as Project No. 3, Project No. 4 and Project No. 5 in Section 2, all as set forth and further described in the Original Bond Legislation, and to issue the Bonds described in Section 2 to provide funds sufficient, together with any other amounts available to the City, for that purpose, including the payment of expenses related to that refunding and to the issuance of the Bonds; and

On June 17, 2013, this Council passed Ordinance No. 2013-141 providing for the issuance of the Bonds and that refunding and, as a result of delays caused by market conditions existing after that date, has determined to repeal Ordinance No. 2013-141 and to pass this ordinance to extend the date by which the Bonds may be issued and to amend other provisions related to that extension; and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of Project No. 3, Project No. 4 and Project No. 5 as described in Section 2 is at least five years, that the estimated maximum maturity of the bonds described in Section 2 with respect to each of Project No. 3, Project No. 4 and Project No. 5 is at least December 1, 2026;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, that:

Section 1. Definitions and Interpretations. In addition to the words and terms elsewhere defined in this ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (a) with respect to Capital Appreciation Bonds, if any, the denomination equal to the principal amount that, when interest is accrued and compounded thereon at the applicable compounding interest rate on each Interest Accretion Date to the stated maturity of those Bonds, will result in a Maturity Amount of \$5,000 or any integral multiple thereof and (b) with respect to Current Interest Bonds, the denomination of \$5,000 or any integral multiple thereof.

“Bond proceedings” means, collectively, this ordinance, the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds appointed pursuant to Section 4 until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Book-entry form” or “book-entry system” means a form or system under which (a) the ownership of book-entry interests in Bonds and the principal of and interest on Bonds may be transferred only through a book-entry, and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds deposited with and maintained in the custody of the Depository or its agent. The book-entry maintained by others than the City is the record that identifies the owners of book-entry interests in those Bonds and that principal and interest.

“Capital Appreciation Bonds” means any Bonds designated as such in the Certificate of Award, maturing on the Principal Payment Dates, being in the principal amounts and having the Maturity Amounts, all as set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

“Certificate of Award” means the certificate authorized by subsection (a) of Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds, which date shall not be later than December 1, 2014.



“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Compound Accreted Amount” means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount of a Capital Appreciation Bond as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for that Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Bond on the immediately preceding Interest Accretion Date minus (B) the Compound Accreted Amount of that Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the principal amount of that Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“Continuing Disclosure Agreement” means the agreement authorized by subsection (c) of Section 6, which, together with the agreements of the City set forth in that subsection, shall constitute the Continuing Disclosure Agreement made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Current Interest Bonds” means, collectively, the Current Interest Serial Bonds and the Term Bonds.

“Current Interest Serial Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of book-entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Escrow Agreement” means the Escrow Agreement between the City and the Escrow Trustee, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 7.

“Escrow Trustee” means the escrow trustee for the refunding of the Refunded Bonds appointed pursuant to Section 7 until a successor Escrow Trustee shall have become such pursuant

to the provisions of the Escrow Agreement and, thereafter, "Escrow Trustee" shall mean the successor Escrow Trustee.

"Interest Accretion Dates" means, as to any Capital Appreciation Bonds, each June 1 and December 1 in the years during which any Capital Appreciation Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award.

"Interest Payment Dates" means (a) as to Current Interest Bonds, June 1 and December 1 of each year during which the Current Interest Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award, which first date shall not be later than June 1, 2015, and (b) as to any Capital Appreciation Bonds, their respective maturity dates.

"Maturity Amount" means, with respect to a Capital Appreciation Bond, the principal of and interest on that Bond due and payable at its stated maturity.

"Original Purchaser" means The Huntington Investment Company, or such other entity or entities as may be designated by the Director of Finance in the Certificate of Award.

"Participant" means any participant contracting with a Depository under a book-entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"Principal Payment Dates" means December 1 in each of the years designated by the Director of Finance in the Certificate of Award, commencing no later than December 1, 2015 and ending no later than December 1, 2026.

"Purchase Agreement" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 6.

"Registrar Agreement" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Director of Finance in accordance with Section 4.

"Rule" means Rule 15c2-12 prescribed by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

"Term Bonds" means those Current Interest Bonds designated as such and maturing on the Principal Payment Date or Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. It is necessary to issue bonds of this City in a maximum aggregate principal amount of \$9,160,000 (the Bonds) for the purpose of

paying costs of advance refunding certain of the City's Various Purpose Improvement Bonds, Series 2006, dated as of September 14, 2006 (the Refunded Bonds), which portion was issued for the purpose of (i) constructing, equipping, furnishing, improving the site of, and otherwise improving a new fire station (Project No. 3), (ii) renovating, equipping, furnishing, and otherwise improving the existing municipal service center complex (Project No. 4), and (iii) renovating, equipping, furnishing, and otherwise improving the existing police/city hall complex (Project No. 5), and to pay expenses related to the issuance of the Bonds and the advance refunding of the Refunded Bonds. For internal accounting purposes of the City, that maximum principal amount of Bonds is hereby allocated and attributed to the extent of a maximum of: \$8,010,000 with respect to Project No. 3, \$740,000 with respect to Project No. 4, and \$410,000 with respect to Project No. 5.

The principal maturities of the 2006 Bonds to be advance refunded shall be selected by the Director of Finance (and which principal maturities so selected thereupon shall constitute Refunded Bonds hereunder as defined in the preambles hereto) and set forth in Certificate of Award based on market conditions existing at that time and which he shall determine to be in the best interest of and financial advantages to the City, which principal maturities must be all or a portion of the Bonds maturing on and after December 1, 2017.

The aggregate principal amount of Bonds to be issued shall not exceed \$9,160,000 and shall be in an amount determined by the Director of Finance to be the aggregate principal amount of Bonds that is required to be issued, taking into account the purchase price of the Bonds, in order to effect the purpose for which the Bonds are to be issued, and also taking into account his determination of the 2006 Bonds to be Refunded Bonds, including the payment of expenses relating to the advance refunding of the Refunded Bonds and the issuance of the Bonds, which amount shall be set forth in the Certificate of Award.

Subject to the limitations set forth in this ordinance, the aggregate principal amount of the Bonds to be issued, the principal maturities of and principal payment schedule for the Bonds, the interest rate or rates that the Bonds shall bear and certain other terms and provisions of the Bonds identified in this ordinance are subject to further specification or determination in the Certificate of Award upon the finalization of the terms and provisions of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be designated as "Various Purpose Improvement Refunding Bonds, Series 2014," or such other designation as set forth in the Certificate of Award, and shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are issued as Capital Appreciation Bonds) shall be determined by the Director of Finance in the Certificate of Award, having due regard to the best interest of and financial advantages to the City. The Current Interest Bonds shall be dated as of the Closing Date, or such other date as may be established by the Director of Finance in the Certificate of Award, and any Capital Appreciation Bonds shall be dated as of the Closing Date.

(a) Interest Rates and Payment Dates. The Current Interest Bonds shall bear the rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not exceeding 6.0% per year for any stated maturity, as shall be specified by the Director of Finance (subject to the provisions of subsection (c) of this Section) in the Certificate of Award.

Interest on the Current Interest Bonds shall be payable on each Interest Payment Date until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not exceeding 10.0% per year for any stated maturity, accrued and compounded on each Interest Accretion Date and payable at maturity, which will result in the aggregate Maturity Amounts payable at maturity, as shall be specified by the Director of Finance (subject to the provisions of subsection (c) of this Section) in the Certificate of Award; provided, that all Capital Appreciation Bonds of the same maturity shall bear the same compounding rate of interest. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond as of that date exceeds the principal amount of that Capital Appreciation Bond.

(b) Principal Payment Schedule. (i) The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in the following principal amounts (based on an estimated principal amount of \$8,965,000):

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2014	\$200,000	2021	\$ 620,000
2015	120,000	2022	970,000
2016	120,000	2023	980,000
2017	625,000	2024	1,010,000
2018	635,000	2025	1,035,000
2019	675,000	2026	1,295,000
2020	680,000		

; provided that, subject to the limitations set forth in Section 2 and subsection (c) of this Section, the principal amount of Bonds payable on any one or more of the Principal Payment Dates may be increased or decreased and the Principal Payment Dates may be adjusted consistent with the terms of this ordinance, as specified by the Director of Finance in the Certificate of Award. The Director of Finance shall allocate the principal payment schedule to each Project in the Certificate of Award in an approximate pro rata basis (which may be rounded to Authorized Denominations) by reference to the respective principal amount then outstanding for each Project, consistent with the Original Bond Legislation and the related certificate of award for the 2006 Bonds, and subject to the maximum principal amount for each Project set forth in Section 2.

(ii) Consistently with the provisions of (b)(i) above and (c) below and in accordance with that officer's determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (A) the aggregate principal amount of Bonds to be issued, (B) the aggregate principal amount of Bonds to be issued as Current Interest Bonds, (C) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the

principal amount thereof that shall be stated to mature on each such Principal Payment Date, (D) the aggregate principal amount of Current Interest Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (E) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such that (i) there is at least \$5,000 maturing on any Principal Payment Date, (ii) the aggregate principal and interest payments to be made on the Bonds are less than the aggregate principal and interest payments that would remain to be made on the Refunded Bonds in the absence of any call for optional redemption of the Refunded Bonds, and (iii) the Principal Payment Dates shall end no later than December 1, 2026.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar, or such other office designated by the Bond Registrar and approved by the Director of Finance. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book-entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book-entry system.

(e) Redemption Provisions. Any Capital Appreciation Bonds shall not be subject to redemption prior to stated maturity. Except as otherwise provided in the Certificate of Award consistently with the determination by the Director of Finance of the best interest of and financial advantages to the City, the Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Current Interest Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of

100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on the Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the forty-fifth day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. If determined in the Certificate of Award to be in the best interest of and financially advantageous to the City, the Current Interest Bonds or portions thereof as designated and set forth in the Certificate of Award shall be subject to prior redemption by and at the sole option of the City, in whole or in part on any date, in integral multiples of \$5,000 at the optional redemption dates and at the redemption prices (expressed as a percentage of the principal amount redeemed) specified in the Certificate of Award plus, in each case, accrued interest to the redemption date, provided the earliest optional redemption date shall not be earlier than December 1, 2018 and the highest redemption price shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of this City Council by adoption of a resolution or passage of an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given to the Bond Registrar at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity or interest rate within a maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity and interest rate within a maturity are to be redeemed, the selection of such Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (i) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate

principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of subsection (d) of Section 3, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the



account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar.

The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond and to distinguish Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance and the Certificate of Award.

The Huntington National Bank, Columbus, Ohio, is appointed to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds, provided, however, that the Director of Finance is authorized to appoint, in the Certificate of Award, a different Bond Registrar, after determining that any such bank or trust company appointed as Bond Registrar will not endanger the funds or securities of the City and that any such appointment is in the best interest of and financially advantageous to the City. The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book-Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its principal corporate trust office, or such other office designated by the Bond Registrar and approved by the Director of Finance. Subject to the provisions of subsection (d) of Section 3 and subsection (c) of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute

owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Subject to any inhibitions during any period in which the Bonds are in book-entry form, any Bond may be (i) exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, or such other office designated by the Bond Registrar and approved by the Director of Finance, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar, and (ii) transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office, or such other office designated by the Bond Registrar and approved by the Director of Finance, together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book-Entry System. Notwithstanding any other provisions of this ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book-entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book-entry system and, if and so long as a book-entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its designated nominee, as registered owner, and deposited with and retained in the custody of the Depository or its agent, which may be the Bond Registrar; (ii) the owners of book-entry interests in Bonds shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book-entry interests in Bonds shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book-entry

interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book-entry system, the Director of Finance may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the book-entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book-entry system for the Bonds, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

#### Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price not less than 97% of the aggregate principal amount thereof plus any accrued interest on the Current Interest Bonds from their date to the Closing Date, as shall be determined by the Director of Finance in the Certificate of Award, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this ordinance to be specified in the Certificate of Award, in accordance with law, the provisions of this ordinance and the Purchase Agreement.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office), and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other unvoted bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale of the Bonds to, and the purchase of the Bonds by, the Original Purchaser. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance or the Certificate of Award and not substantially adverse to the City and that are approved

by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are authorized and directed, in the name and on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement (including within such term, but not limited to, an annual information statement) relating to the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign the final official statement together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements as they may deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are authorized and directed, in the name and on behalf of the City and in their official capacities, to complete, sign and deliver the Continuing Disclosure Agreement in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Director of Law and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating. If, in the judgment of the Mayor or the Director of Finance, the filing of an application for a rating on the Bonds by one or more nationally-recognized rating agencies is in the best interest of and financially advantageous to this City, the Mayor or the Director of Finance may prepare and submit those applications, provide to each such agency such information as may be required for the purpose, and provide further for the payment of the cost of obtaining each such rating, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

(e) Application of Proceeds from Sale of Bonds. The proceeds from the sale of the Bonds received by the City, except any accrued interest, shall be paid into the proper fund or funds as further described herein, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued, including the refunding and redemption of the Refunded Bonds as further described herein. Any portion of those proceeds received by the City representing accrued interest shall be paid into the Bond Retirement Fund. The expenditure of amounts necessary to pay financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds is authorized and approved.

Section 7. Redemption of Refunded Bonds; Escrow Agreement; Escrow Fund. This City Council determines that, subject to the determination of the Director of Finance that interest rates available on the sale date for the Bonds will enable the City to obtain sufficient debt service savings on the Refunded Bonds, it is necessary and in the best interest of the City to advance refund the Refunded Bonds and to redeem the Refunded Bonds by optional redemption on December 1, 2016 (the Redemption Date) at a redemption price of 100% of the principal amount thereof, plus any accrued interest to the Redemption Date, all in accordance with the Original Bond Legislation. The Director of Finance is authorized and directed to give to the entity presently serving as the bond registrar and paying agent for the Refunded Bonds, on or promptly after the Closing Date, written notice of the call for redemption of the Refunded Bonds on the Redemption Date, and the Refunded Bonds shall be redeemed in accordance with the provisions of the Original Bond Legislation and the Escrow Agreement on the Redemption Date. The City covenants for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

The Huntington National Bank is authorized and appointed to act as the Escrow Trustee with respect to the advance refunding of the Refunded Bonds. The Escrow Trustee is authorized and directed to cause notice of the advance refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Director of Finance shall sign and deliver, in the name and on behalf of the City and in that officer's official capacity, the Escrow Agreement, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from and other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

There is created under the Escrow Agreement a trust fund which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Director of Finance is hereby authorized and directed to pay, or cause to be paid, to the Escrow Trustee for deposit in the Escrow Fund (i) all of the proceeds from the sale of the Bonds, except any proceeds to be used for the payment of any

expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Director of Finance, any accrued interest, and any amount of those proceeds set forth in the Certificate of Award as representing additional premium from the sale of the Bonds and not needed for deposit in the Escrow Fund or for the payment of those expenses, which amount shall be deposited in the Bond Retirement Fund, and (ii) such amount, if any, as may be set forth in the Certificate of Award as on deposit in the Bond Retirement Fund or otherwise available to be used to provide for the refunding of the Refunded Bonds. Those funds are appropriated and shall be applied to pay principal of and interest on the Refunded Bonds, all as provided in the Escrow Agreement. The securities deposited into the Escrow Fund shall be certified by an independent accounting firm to be selected by the Director of Finance (the "Verification Agent"), to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or interest earnings therefrom together with any such cash deposited with and to be retained in that form by the Escrow Trustee, be sufficient to pay the principal of and interest and any redemption premium on the Refunded Bonds through the date of redemption.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for the payment of (i) interest when due on the Refunded Bonds on each date on which interest is due from the first such date following the Closing Date to and including their redemption, and (ii) the principal of all of the Refunded Bonds when due following the Closing Date and upon their redemption, as provided in the Escrow Agreement. After the redemption of, and payment in full of the principal of and interest on, the Refunded Bonds, any moneys remaining in the Escrow Fund shall be transferred to the Bond Retirement Fund.

If U.S. Treasury Securities -- State and Local Government Series are to be purchased for the Escrow Fund, the Escrow Trustee is hereby specifically authorized to file, on behalf of the City, subscriptions for the purchase and issuance of those U.S. Treasury Securities - State and Local Government Series and any actions heretofore taken by the Escrow Trustee in connection therewith are hereby ratified, approved and confirmed. If, in the judgment of the Director of Finance, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to this City, the Director of Finance or any other officer of the City, on behalf of the City and in his official capacity, may purchase and deliver such obligations, engage the services of a financial advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken by any of those officers in connection with the foregoing are hereby ratified and approved.

If the City determines to refund other outstanding unvoted general obligation bonds (collectively, the Other Refunded Obligations) contemporaneously with the refunding of the

Refunded Bonds, the proceeds from the sale of bonds and other funds necessary and sufficient for that purpose may be deposited in the Escrow Fund and commingled and invested with the proceeds of the Bonds and other funds necessary and sufficient for the refunding of the Refunded Bonds. In that event, the Escrow Fund shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and the Other Refunded Obligations and pledged to the payment of principal of and interest and redemption premium on the Refunded Bonds and the Other Refunded Obligations.

Section 8. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 9. Federal Tax Considerations. The Director of Finance may, if he determines it to be in the best interest of and financial advantage to the City given current market conditions, determine not to issue any portion of the Bonds as tax-exempt obligations, meaning that the interest on that portion of Bonds is not excluded from gross income for federal tax purposes, any such determination to be indicated in the Certificate of Award. The representations and covenants in this Section apply only to Bonds that are issued as tax-exempt obligations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including designation or treatment of the Bonds as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as

the City is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment or status of the Bonds and interest thereon.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 10. Retention of Bond Counsel. In connection with the issuance of the Bonds, the legal services of Squire Sanders (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver promptly a certified copy of this ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer as soon as each is available.

Section 12. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 8) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.



Section 13. Repeal of Ordinance 2013-141. This Council hereby repeals Ordinance No. 2013-141, passed on June 17, 2013.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely access the financial markets in order to refund at a lower interest cost the Refunded Bonds and thereby achieve interest rate savings and a preservation of the funds and the credit of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-028 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**FISCAL OFFICER'S CERTIFICATE**  
(Advance Refunding Series 2006 Bonds)

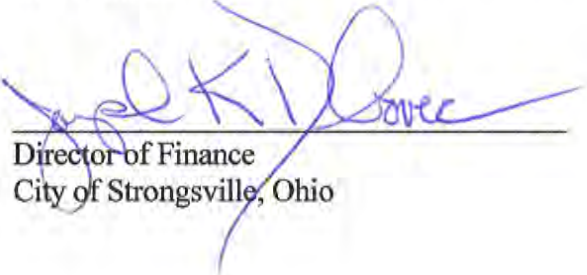
To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of bonds in the maximum aggregate principal amount of \$9,160,000 (the Bonds) for the purpose of advance refunding certain of the City's outstanding Various Purpose Improvement Bonds, Series 2006, dated as of September 14, 2006, which portion was issued for the purpose of (i) constructing, equipping, furnishing, improving the site of, and otherwise improving a new fire station (Project No. 3), (ii) renovating, equipping, furnishing, and otherwise improving the existing municipal service center complex (Project No. 4), and (iii) renovating, equipping, furnishing, and otherwise improving the existing police/city hall complex (Project No. 5), that:

1. The estimated life or period of usefulness of each of Project No. 3, Project No. 4 and Project No. 5 is at least five years.

2. The estimated maximum maturity of the Bonds for each of Project No. 3, Project No. 4 and Project No. 5, calculated in accordance with Section 133.20 and Section 133.34 of the Revised Code and based on the fiscal officer's certificates that I have previously delivered in connection with each of those Projects, is at least December 1, 2026.

Dated: March 3, 2014

  
\_\_\_\_\_  
Director of Finance  
City of Strongsville, Ohio

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2014 – 029**

**By: Mayor Perciak and All Members of Council**

**A RESOLUTION REQUESTING THAT THE COUNTY FISCAL OFFICER CERTIFY CERTAIN INFORMATION TO THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5705.03 provides that when a taxing authority determines that it is necessary to levy a tax outside of the ten-mill limitation for any purpose authorized by the Revised Code, prior to the certification to the proper county board of elections of its resolution to submit the question of levying a tax outside of the ten-mill limitation to the electors of the subdivision, the taxing authority shall certify a resolution to the County Fiscal Officer requesting that the County Fiscal Officer certify to the taxing authority the total current tax valuation of the subdivision, and the dollar amount of revenue that would be generated by a specified number of mills.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the amount of taxes which may be raised within the ten (10) mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City of Strongsville.

**Section 2.** That it is necessary to continue to levy a tax in excess of said ten (10) mill limitation of one (1) mill for each dollar of valuation which amounts to ten (10) cents for each One Hundred Dollars (\$100.00) of valuation upon the taxable property of said City for the tax levy years 2015 to 2019, both inclusive, to be collected in years 2016 to 2020, both inclusive, to supplement the general fund of the City of Strongsville for the purpose of making appropriations for hospitalization in and support of Southwest General Health Center, a general hospital, said renewal tax levy being authorized pursuant to Ohio Revised Code Sections 749.01 and 5705.191.

**Section 3.** That the question of such renewal tax levy shall be submitted to the electors of said City at the general election to be held on Tuesday, November 4, 2014.

**Section 4.** That this Council hereby requests that the County Fiscal Officer certify to the City of Strongsville the total current tax valuation of the City of Strongsville and the dollar amount of revenue that will be generated by the one (1) mill renewal tax levy.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 029

Page 2

**Section 5.** That the Clerk of Council be and is hereby authorized and directed to certify this Resolution to the County Fiscal Officer of Cuyahoga County, Ohio requesting that the County Fiscal Officer certify to the City of Strongsville the total current tax valuation of the City of Strongsville and the dollar amount of revenue that will be generated by the one (1) mill renewal tax levy.

**Section 6.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that any deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

**Section 7.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that under law a certified copy of this Resolution must be submitted to the Cuyahoga County, Ohio Fiscal Officer and the information requested from said Fiscal Officer must be received prior to submission of the ballot language to the Cuyahoga County, Ohio Board of Elections on or before August 6, 2014. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in full force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

RES. 2014-029

ORD. No. \_\_\_\_\_ Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2014 – 030**

**By: Mayor Perciak and Mr. Maloney**

**A RESOLUTION CONFIRMING PLANNING COMMISSION  
APPROVAL OF THE FINAL SITE PLAN FOR  
TEMPORARY MODULAR CLASSROOM UNITS TO BE  
USED AT STRONGSVILLE HIGH SCHOOL AT 20025  
LUNN ROAD, IN THE CITY OF STRONGSVILLE.**

WHEREAS, the Strongsville Board of Education has submitted a final site plan to the Planning Commission for approval of some 11,550 square feet of temporary modular classroom units to be located at Strongsville High School, at 20025 Lunn Road, and further identified as PPN 393-26-003, zoned Public Facility, while the high school is under renovation; and

WHEREAS, the Commission approved said final site plan at its meeting of February 13, 2014, subject to various specific conditions including determination and final approval of details for security and safety by the City's Police and Fire Departments, and removal of the units after construction is finished.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby confirms the City Planning Commission's approval of the final site plan submitted by the Strongsville Board of Education for some 11,550 square feet of temporary modular classroom units, located at 20025 Lunn Road in the City of Strongsville, and further identified as PPN 393-26-003, subject to all of the above various conditions established by the Planning Commission.

**Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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.

**Section 3.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2014 – 030  
Page 2

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
ORD. No. 2014-030 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## MEMORANDUM

**TO:** Leslie Seefried, Council Clerk  
Ken Kraus, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** February 14, 2014

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Please be advised that at its meeting of February 13, 2014 the Strongsville Planning Commission Tabled the following;

### **ORDINANCE NO. 2014-019**

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 16403 and 16445 Pearl Road (Parts of PPNs 397-09-009 and 397-09-003), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

At that same meeting the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **STRONGSVILLE ROTARY FOUNDATION/Bill Davison, Agent**

Site Plan approval of a 2,915 SF Food Bank building and a 960SF Storage Garage located on Zverina Lane, PPN 396-08-005 zoned Public Facility. *ARB Favorable Recommendation 2-4-14.*

### **STRONGSVILLE BOARD OF EDUCATION/ Rodwell King, Agent**

Site Plan approval of an 11,550 SF Temporary Classrooms while the High School is being renovated, located at 20025 Lunn Road, PPN 393-26-003 zoned Public Facility.

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 031**

**By: Mr. Maloney**

**AN ORDINANCE ACCEPTING FOR RECORDING  
PURPOSES ONLY THE PLAT OF SIEDEL FARMS  
SUBDIVISION NO. 3 IN THE CITY OF STRONGSVILLE,  
AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of Siedel Farms Subdivision No. 3 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Siedel Land Holdings, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on November 7, 2013; and

WHEREAS, the City Engineer has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat and map for recording purposes only;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before December 31, 2014.

**Section 2.** That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

**Section 3.** That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Siedel Land



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 031  
Page 2

Holdings, LLC, owner of Siedel Farms Subdivision No. 3, in the City of Strongsville for recording purposes only.

**Section 4.** That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Recorder. The Engineer is further directed to endorse on the plat that the plat is to be recorded for recording purposes only, and not for dedication.

**Section 5.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville and conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-031 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_





## SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2014, by **SIEDEL LAND HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Ohio, located at 13370 Prospect Road, Strongsville, Ohio 44149, hereinafter called "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, Siedel Land Holdings, LLC is the owner of certain property located in the City of Strongsville; and

WHEREAS, Siedel Land Holdings, LLC (hereinafter referred to as "Developer") is desirous of developing certain lands known as **SIEDEL FARMS SUBDIVISION NO. 3**, as the same were approved by the City's Planning Commission on November 7, 2013; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this Agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

**NOW, THEREFORE**, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

### **I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.**

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Siedel Farms Subdivision No. 3, approved by the City's Planning Commission on November 7, 2013.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on November 7, 2013, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before December 31, 2014; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **DOLLAR BANK, FSB**, a financial institution located at 1301 Ninth Street, 9<sup>th</sup> Floor, Cleveland, Ohio 44114 (hereinafter referred to as "Escrow Agent") the total sum of **\$814,000.00** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:

(1) Interest-bearing accounts of **DOLLAR BANK, FSB**, payable or withdrawable, on demand.

(2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

(3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof with any additional funds including interest earned on the aforesaid sum less any and all fees or penalties arising from the deposit or investment to the Developer as follows:

(1) Only upon receipt of all of the following items or a letter from the City Engineer or other authorized City official confirming that all of the following items have been received by the City or otherwise satisfied, shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:

(a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

(b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;

(c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;

(d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and

(e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.

(2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the



improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.

C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of an occurrence of one or more of the following events:

(1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;

(2) If the required improvements shall violate building subdivision or zoning laws of the City;

(3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;

(4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.

(5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.

(6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;

(7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;

(8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursement of improvements security funds under this paragraph 1.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.

E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

## **II. GENERAL REQUIREMENTS.**

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, the same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as

the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless the City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations, and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

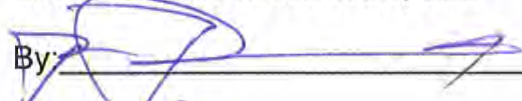

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands the day and year first above written.

**CITY OF STRONGSVILLE**

By: \_\_\_\_\_  
Thomas P. Perciak  
Its: Mayor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SIEDEL LAND HOLDINGS, LLC**

By:  \_\_\_\_\_  
Its:  \_\_\_\_\_


STATE OF OHIO                     )  
  ) ss.  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                                 )  
  ) ss.  
COUNTY OF CUYAHOGA                     )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **SIEDEL LAND HOLDINGS, LLC**, by Richard Puzitiello, Jr. its CEO, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company and is his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 19<sup>th</sup> day of February, A.D., 2014.

Ann M. Barlow  
Notary Public  
Ann M. Barlow  
Notary Public - Ohio  
My Commission Expires Feb. 2, 2015

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Law Director

**ESCROW AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **SIEDEL LAND HOLDINGS, LLC**, a limited liability corporation, organized and existing under the laws of the State of Ohio, located at 13370 Prospect Road, Strongsville, Ohio 44149 ("Owner"), and **DOLLAR BANK, FSB**, a financial institution located at 1301 East Ninth Street, 9<sup>th</sup> Floor, Cleveland, Ohio 44114 ("Escrow Agent").

**WITNESSETH:**

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **Eight Hundred Fourteen Thousand and No/100 Dollars (\$814,000.00)**, ("Deposit") to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

**DOLLAR BANK, FSB**  
1301 East Ninth Street, 9<sup>th</sup> Floor  
Cleveland, OH 44114  
Attention: Kevin Hennessy, CIP  
Vice-President and Manager, Treasury Management Sales

**SIEDEL LAND HOLDINGS, LLC**  
13370 Prospect Road  
Strongsville, OH 44149  
Attention: Chris A. Bender, Agent

**CITY OF STRONGSVILLE**  
16099 Foltz Parkway  
Strongsville, OH 44149  
Attention: Law Director



IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

Signed in the presence of:

**CITY OF STRONGSVILLE, OHIO**

\_\_\_\_\_

By: \_\_\_\_\_

Thomas P. Perciak

Its: Mayor \_\_\_\_\_

**SIEDEL LAND HOLDINGS, LLC**

Ann M. Barlow

By:  \_\_\_\_\_

Its: COO \_\_\_\_\_

**DOLLAR BANK, FSB**

Brian R. Croteau

By:  \_\_\_\_\_

Its: VP \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 032

By: Mr. Maloney

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN SIEDEL FARMS SUBDIVISION NO. 3 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2014–031, duly passed by this Council on \_\_\_\_\_, 2014, the Council of the City of Strongsville accepted the plat submitted by Siedel Land Holdings, LLC, the owner of Siedel Farms Subdivision No. 3 for recording purposes only; and

WHEREAS, it is the intent of this Council, after all improvements have been installed within the streets within the said subdivision and approved by the City Engineer, to accept said subdivision for dedication; and

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said subdivision, they require a resolution of intent from the City of Strongsville before giving such permits;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Siedel Farms Subdivision No. 3, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2014–031.

**Section 2.** That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

## CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 032

Page 2

**Section 4.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES. 2014-032*  
ORD. No. 2014-032 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 033

By: Mr. Maloney

**AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN WATERFORD CROSSING SOUTH SUBDIVISION NO. 16 FOR DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.**

WHEREAS, Pulte Homes of Ohio, LLC (hereinafter referred to as "Developer"), owner of Waterford Crossing South Subdivision No. 16, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for the Subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on July 11, 2013, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City Engineer has reported that certain of the Public Improvements, including street pavements, curbs, sanitary sewer systems, storm sewer systems, and water mains as shown on the Subdivision Plat and described in the Improvement Plans have been completed, and that the installation of sidewalks, seeding and the pond access drive are not complete.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO;

**Section 1.** That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks, seeding and the pond access drive, provided that the Developer shall provide separate performance bonds in amounts that shall be no less than 100% of the estimated cost of completing such sidewalk, seeding and pond access drive, as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than May 31, 2014 for the seeding and pond access drive, and August 31, 2015 for the sidewalks; and provided that, upon completion of such sidewalk,

seeding and pond access drive improvements, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk, seeding and pond access drive improvements for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk, seeding and pond access drive improvements in a sum no less than 10% of the cost of the installation of such sidewalk, seeding and pond access drive improvements, which in all other respects is hereby approved.

**Section 2.** That all of the Public Rights-of-way offered to the City of Strongsville be and are hereby accepted by the City of Strongsville and dedicated to public use, subject to the conditions set forth in Section 1 of this Ordinance and provided that the Developer provides to the City a bond securing or guaranteeing the maintenance of the Public Improvements for a period of not less than two years from and after the effective date of this Ordinance in a sum not less than 10% of the cost of installation of the improvements.

**Section 3.** That all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid Public Rights-of-way, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public, the sidewalks to be constructed, the seeding and the pond access drive in said Subdivision, be and are hereby accepted by the City of Strongsville, subject to the provisions of this Ordinance.

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat upon determination that the City is in receipt of the required bonds or deposits and the Developer's deposit of such sums as are required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be accepted or dedicated by this Ordinance, and to pay the fees to effect recording with the Fiscal Officer of Cuyahoga County.

**Section 5.** That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Fiscal Officer of Cuyahoga County as provided by law, upon the Engineer's determination that, as of the date and hour of such filing the City, or its authorized agent, is in receipt of a statement of title guarantee in an amount of One Thousand Dollars (\$1,000.00) issued by a title company approved by said Engineer showing title to all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any kind except as set forth in this Ordinance, and that any and all required bonds and deposits have been submitted and approved.

**Section 6.** That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this subdivision shall be deposited with the City of Strongsville before the evidence of acceptance of the City of Strongsville is entered upon the dedication.

**Section 7.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 8.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-033 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 034

By: Mr. Maloney

**AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN  
FIELDSTONE PRESERVE SUBDIVISION PHASE 1 FOR  
DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN  
PUBLIC UTILITIES CONSTRUCTED THEREIN AND  
AUTHORIZING AND DIRECTING THE ACTS REQUIRED  
IN FURTHERANCE THEREOF, AND DECLARING AN  
EMERGENCY.**

WHEREAS, Pulte Homes of Ohio, LLC (hereinafter referred to as "Developer"), owner of Fieldstone Preserve Subdivision Phase 1, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for the Subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on July 11, 2013, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City Engineer has reported that certain of the Public Improvements, including street pavements, curbs, sanitary sewer systems, storm sewer systems, and water mains as shown on the Subdivision Plat and described in the Improvement Plans have been completed, and that the installation of sidewalks, seeding and the pond access drive are not complete.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO;

**Section 1.** That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks, seeding and the pond access drive, provided that the Developer shall provide separate performance bonds in amounts that shall be no less than 100% of the estimated cost of completing such sidewalk, seeding and pond access drive, as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than May 31, 2014 for the seeding and pond access drive, and August 31, 2015 for the sidewalks; and provided that, upon completion of such sidewalk,



seeding and pond access drive improvements, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk, seeding and pond access drive improvements for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk, seeding and pond access drive improvements in a sum no less than 10% of the cost of the installation of such sidewalk, seeding and pond access drive improvements, which in all other respects is hereby approved.

**Section 2.** That all of the Public Rights-of-way offered to the City of Strongsville be and are hereby accepted by the City of Strongsville and dedicated to public use, subject to the conditions set forth in Section 1 of this Ordinance and provided that the Developer provides to the City a bond securing or guaranteeing the maintenance of the Public Improvements for a period of not less than two years from and after the effective date of this Ordinance in a sum not less than 10% of the cost of installation of the improvements.

**Section 3.** That all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid Public Rights-of-way, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public, the sidewalks to be constructed, the seeding and the pond access drive in said Subdivision, be and are hereby accepted by the City of Strongsville, subject to the provisions of this Ordinance.

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat upon determination that the City is in receipt of the required bonds or deposits and the Developer's deposit of such sums as are required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be accepted or dedicated by this Ordinance, and to pay the fees to effect recording with the Fiscal Officer of Cuyahoga County.

**Section 5.** That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Fiscal Officer of Cuyahoga County as provided by law, upon the Engineer's determination that, as of the date and hour of such filing the City, or its authorized agent, is in receipt of a statement of title guarantee in an amount of One Thousand Dollars (\$1,000.00) issued by a title company approved by said Engineer showing title to all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any kind except as set forth in this Ordinance, and that any and all required bonds and deposits have been submitted and approved.

**Section 6.** That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this subdivision shall be deposited with the City of Strongsville before the evidence of acceptance of the City of Strongsville is entered upon the dedication.

**Section 7.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 8.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-034 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 035

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AMENDING CHAPTER 1212 OF TITLE TWO, PART TWELVE-PLANNING AND ZONING CODE; AMENDING SECTION 1273.05(c) OF TITLE SIX, PART TWELVE-PLANNING AND ZONING CODE; AND AMENDING THE TITLE OF PRIOR CHAPTER 290 OF TITLE EIGHT, PART TWO-ADMINISTRATION CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO STREAMLINE IMPLEMENTATION OF THE TOWN CENTER DISTRICT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That Chapter 1212 of Title Two of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

**CHAPTER 1212**

**Town Center ~~Commission~~District**

- 1212.01 Purpose and intent.
- ~~1212.02 Establishment; composition; terms of office.~~
- ~~1212.03 Organization.~~
- 1212.052 Town Center District created.
- 1212.063 Definitions.
- 1212.04 Powers and duties **of Planning Commission, Architectural Review Board and Building Commissioner.**
- 1212.075 Limitation on issuance of building permit.
- 1212.086 Certificate of non-applicability of chapter.
- 1212.097 Certificate of appropriateness.
- 1212.408 Notice ~~and hearing of meeting~~; approval or disapproval of application for certificate of appropriateness.
- 1212.4409 Standards and criteria.
- 1212.120 Exclusions.
- 1212.99 Penalty.

**1212.01 PURPOSE AND INTENT.**

The purpose and intent of this ~~e~~Chapter is to effect and accomplish the preservation, protection, enhancement and perpetuation of such improvements and landscape features of the Town Center District which represents and reflects elements of the City's cultural, social, economic, political and architectural history; safeguard the City's historic, aesthetic and cultural heritage, as embodied and reflected in such



District; stabilize and improve property values in such District; foster civic pride in the beauty and noble accomplishments of the past; protect and enhance the City's attractions to tourists and visitors and the support and stimulus to business and industry thereby provided; strengthen the economy of the City; and promote the use of the District for the education, pleasure and welfare of the people of the City.

~~(Ord. 1982-74. Passed 10-4-82.)~~

~~———— **1212.02 ESTABLISHMENT; COMPOSITION; TERMS OF OFFICE.**~~

~~———— The Town Center Commission, consisting of seven members, is hereby established. All members shall be appointed by the Mayor and shall serve without compensation. Council recommends that appointments to the Town Center Commission be made from professions and individuals such as, but not limited to, a member of the administrative staff of the Mayor, a member of Council and an architect.~~

~~———— Two members shall be appointed for an initial term of one year; two members shall be appointed for an initial term of two years; and three members shall be appointed for an initial term of three years. All subsequent terms shall be for a period of three years. Vacancies caused by death, resignation or otherwise, shall be filled for the unexpired term in the same manner as original appointments are made.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~

~~———— **1212.03 ORGANIZATION.**~~

~~———— As soon as convenient, after the appointment by the Mayor, the Commission shall meet and organize the election of a chairman and secretary. They may adopt rules or procedure of the Commission and provide for regular and special meetings.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.052 TOWN CENTER DISTRICT CREATED.**

There is hereby created in the City a district to be known as the Town Center bounded and described as follows:

Permanent Parcel Nos. 396-8-7, 396-8-16, 396-10-1 through 396-10-13, 396-10-16, 396-17-20 through 396-17-22, 396-17-106, 392-30-9 through 396-30-18, 392-30-35, 392-36-11 through 392-36-17, and part of 396-10-14 and 392-30-8.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 55 and bounded and described as follows:

Beginning at the intersection of the centerline of Pearl Road (U.S. 42) and the centerline of Royalton Road (S.R. 82) said point of intersection being the principal place of beginning;

Thence South 0°01'40" East, a distance of 204.84 feet to a point;

Thence North 88°50'02" East, a distance of 121.18 feet to a point;

Thence North 0°01'40" West, a distance of 35.03 feet to a point;

Thence North 42°48'18" East, a distance of 14.48 feet to a point;

Thence North 88°50'01" East, a distance of 52.08 feet to a point;

Thence North 0°01'37" West, a distance of 34.03 feet to a point;

Thence North 88°49' 59" East, a distance of 41.20 feet to a point;



Thence North 0°01'46" West, a distance of 15.63 feet to a point;  
Thence North 88°50'01" East, a distance of 59.69 feet to a point;  
Thence North 0°01'34" West, a distance of 8.78 feet to a point;  
Thence North 88°50' 03" East, a distance of 190.56 feet to a point;  
Thence South 0°01'39" East, a distance of 128.80 feet to a point;  
Thence North 88°50'03" East, a distance of 188.12 feet to a point;  
Thence North 0°01'42" West, a distance of 28.34 feet to a point;  
Thence Northeasterly 250.43 feet along the arc of a curve, said curve having a central angle of 15°43'36", a radius of 912.36 feet, and a chord of 249.64 feet bearing North 7°50'08" East to a point of tangency;  
Thence North 15°41'54" East, a distance of 50.04 feet to a point;  
Thence South 74°20'46" East, a distance of 225.17 feet to a point;  
Thence North 0°00'35" East, a distance of 1203.73 feet to a point;  
Thence South 79°07'18" West, a distance of 370.40 feet to a point;  
Thence South 77°31'14" West, a distance of 422.98 feet to a point;  
Thence South 78°24'16" West, a distance of 230.98 feet to a point;  
Thence North 7°54'13" West, a distance of 16.28 feet to a point;  
Thence South 83°24'44" West, a distance of 210.39 feet to a point;  
Thence South 7°56'22" East, a distance of 65.46 feet to a point;  
Thence North 80°35'54" West, a distance of 52.41 feet to a point;  
Thence South 4°49'28" West a distance of 585.24 feet to a point;  
Thence North 80°35'55" West, a distance of 125.29 feet to a point;  
Thence South 6°56'42" West, a distance of 245.78 feet to a point;  
Thence North 72°23'34" East, a distance of 27.45 feet to a point;  
Thence South 1°53'26" East, a distance of 381.35 feet to a point;  
Thence North 66°52'32" East, a distance of 156.30 feet to a point;  
Thence North 69°08'49" East, a distance of 225.01 feet to a point;  
Thence North 66°53'44" East, a distance of 151.67 feet to a point, said point being the principal place of beginning, be the same more or less, but subject to all legal highways.

~~(Ord. 1982-74. Passed 10-4-82.)~~

#### **1212.063 DEFINITIONS.**

Terms, phrases, words and their derivations shall have the meanings given in Chapter 1240, provided that for the purposes of this chapter, the following shall have the meanings given in this section:

- (a) "Alteration" means any reconstruction, restoration, repair, remodeling or replacement that changes, modifies or transforms a structure.
- (b) "Commission" means the ~~Town Center Planning~~ Commission as defined in Section ~~1212.02~~ **1210.01**.
- (c) "Demolition" of a structure means a partial or total removal, disassembly, destruction, wreckage or tearing down of a structure.
- (d) "District" means the Town Center District as described in Section 1212.0**52**.
- (e) "Exterior architectural feature" means the architectural treatment and general arrangement of such portion of the exterior of a structure as is



designed to be exposed to public view, including kind, color and texture of the building material of such portion and type of all windows, doors, lights, signs and other fixtures appurtenant to such portion.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.04 POWERS AND DUTIES OF PLANNING COMMISSION,  
ARCHITECTURAL REVIEW BOARD AND BUILDING  
COMMISSIONER.**

**The Planning Commission, the Architectural Review Board, and Building Commissioner shall carry out the duties and obligations of this Chapter and make all determinations as to the applicability of the provisions of this Chapter 1212.**

The powers and duties of the ~~Town Center Commission~~ **Planning Commission, Architectural Review Board and Building Commissioner** shall be as follows:

- (a) To study the problems and determine the needs of the City in furthering the purposes of this ~~e~~Chapter in the area of the City known as the Town Center.
- (b) To determine what legislation, if any, is necessary to preserve, restore and develop any Town Center area and **for the Planning Commission** to recommend legislation to Council.
- (c) To perform the functions and duties assigned to it in this ~~e~~Chapter.
- (d) To provide for regular and special meetings to accomplish its powers and duties.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.075 LIMITATION ON ISSUANCE OF BUILDING PERMIT.**

No permit shall be issued by the Building Commissioner for the construction, alteration or demolition of any structure now or hereafter in the Town Center District, except in cases excluded by Section 1212.120, unless the application for such permit shall be certified under Section 1212.086 that no exterior architectural feature is involved or shall be accompanied by a certificate of appropriateness issued under Section 1212.107.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.086 CERTIFICATE OF NON-APPLICABILITY OF CHAPTER.**

Except in cases excluded by Section 1212.120, every person who applies for a permit to construct, alter or demolish any structure now or hereafter in the Town Center District shall deposit with the ~~secretary of the Town Center Commission~~ **his Building Commissioner** its application for such building permit together with all plans and specifications for the work involved. Within thirty days, the ~~Commission~~ **Building Commissioner** shall consider such application, plans and specifications and determine whether any exterior architectural feature is involved. If the ~~Commission~~ **Building Commissioner** determines that no exterior architectural feature is involved, ~~it the Building Commissioner~~ shall ~~cause its secretary to~~ endorse on the building permit application, certification of such determination ~~and return the application, plans and specifications to the applicant.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~



**1212.097 CERTIFICATE OF APPROPRIATENESS.**

No person shall construct, alter or demolish any exterior architectural feature in the Town Center District and no sign, light, fence, wall or other appurtenant fixture shall be constructed, altered or displayed on any lot, building or structure located within the District, until such person has filed with the secretary of the ~~Town Center Planning~~ Commission an application for a certificate of appropriateness in such form and with such plans, specifications and other material as the Commission may from time to time prescribe and a certificate of appropriateness has been issued as hereinafter provided in this chapter.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.408 NOTICE AND HEARING OF MEETING; APPROVAL OR DISAPPROVAL OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS.**

~~Within seven days a~~After the filing with the ~~Town Center Planning~~ Commission of an application for a certificate of appropriateness, the Commission shall ~~determine the lands to be materially affected by such application and~~ forthwith send by mail, postage prepaid, to the applicant, to ~~the all contiguous~~ owners of all such lands as they appear on the most recent real estate tax list and to any person filing written request for notice of ~~hearings any meeting~~, reasonable notice of the ~~public hearing meeting~~ to be held by the Commission on such application.

As soon as may be convenient after such ~~public hearing meeting~~ but in all events within a period of ~~sixty-ninety~~ days after the filing of the application for the certificate of appropriateness, or within such further time as the applicant may in writing allow, the Commission, ~~after the recommendation of the Architectural Review Board~~, shall determine whether the proposed construction, alteration or demolition of the buildings, structures or appurtenant fixtures involved will be appropriate to the preservation of the ~~historic-d~~District for the purposes of this ~~e~~Chapter, or whether, notwithstanding that it may be inappropriate, owing to conditions especially affecting the structure involved, but not affecting the ~~historic-d~~District generally, failure to issue a certificate of appropriateness will involve a substantial hardship, financial or otherwise, to the applicant and such certificate may be issued without substantial detriment to the public welfare and without substantial derogation from the intent and purposes of this chapter.

If the Commission determines that the proposed construction, reconstruction, alteration, moving or demolition is appropriate, or is not appropriate, owing to conditions as aforesaid but that failure to issue a certificate of appropriateness would involve substantial hardship to the applicant and that issuance thereof may be made without substantial detriment or derogation as aforesaid, or if the Commission fails to make a determination within the time hereinbefore prescribed, the Commission shall forthwith approve such application and shall issue to the applicant a certificate of appropriateness. If the Commission determines that a certificate of appropriateness should not be issued, it shall place upon its records the reasons for such determination, and may include recommendations respecting the proposed construction, alteration or demolition. The Commission shall forthwith notify the applicant of such determination



and shall furnish ~~him an attested copy of to the applicant~~ its reasons **for determining that the certificate of appropriateness should not be issued** therefor and its recommendations, if any, as appearing in the records of the Commission.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.1409 STANDARDS AND CRITERIA.**

(a) In making its determination with respect to any such application for a permit to construct, alter or demolish a building or structure in the District, the Commission shall consider the effect of the proposed work in creating, changing, destroying or affecting the exterior architectural features of the improvement upon which such work is to be done; and the relationship between the results of such work and the exterior architectural features of other neighboring improvements in such District.

(b) In appraising such effects and relationship, the Commission shall consider, in addition to any other pertinent matters, the factors of historical, cultural and architectural values and significance, architectural style, design, arrangement, texture, material and color and in particular, the following:

- (1) The distinguishing original qualities or character of a building, structure or site and its environment;
- (2) Changes which may have taken place in the course of time which are evidence of the history and development of a building, structure or site and its environment;
- (3) The distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site;
- (4) Repair or replacement of missing architectural features, based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or different architectural elements from other buildings or structures;
- (5) The surface cleaning of structures with a method that will least damage historic building materials;
- (6) The protection and preservation of archeological resources affected by or adjacent to any project;
- (7) The compatibility of the work with other structures and improvements within the District, based upon accepted design criteria, such as the following:
  - A. The height of structures and improvements;
  - B. The relationship between width and height of the front elevations;
  - C. The relationship of width to height of windows and doors;
  - D. Exterior materials;
  - E. The shape and design of roofs;
  - F. The vertical or horizontal character of the front facades; and
  - G. The relationship of structures to lot sizes and open spaces.

~~(Ord. 1982-74. Passed 10-4-82.)~~



**1212.120 EXCLUSIONS.**

Nothing in this ~~e~~Chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in the historic ~~d~~District which does not involve a change in design, material, color or the outward appearance thereof; nor to prevent the construction, reconstruction, alteration or demolition of any such feature which the Building Commissioner ~~or similar agent~~ shall certify is required by the public safety because of an unsafe or dangerous condition; ~~nor to prevent the construction, alteration, or demolition of any such feature under a permit issued by the Building Commissioner prior to the effective date of establishment of such district.~~  
~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.99 PENALTY.**

Whoever constructs, alters or demolishes any exterior architectural feature now or hereafter in the Town Center District in violation of this chapter is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both, for each offense. A separate offense shall be deemed committed each day during or on which such act, violation or omission is done, committed, omitted or continued.

**Section 2.** That Section 1273.05(c) of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

**1273.05 APPLICATION PROCEDURES AND REQUIREMENTS.**

The follow requirements apply to all wireless telecommunications facilities regardless of the zoning district, in which they are to be located:

\* \* \*

- (c) An application to locate an antenna on a building or structure that is listed on a historical register, or is in the Town Center ~~d~~District shall be subject to review by the ~~Town Center Commission~~ **Architectural Review Board**, in addition to the Planning Commission.

\* \* \*

**Section 3.** That the title of prior Chapter 290 of Title Eight of Part Two-Administration Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read as follows:

**CHAPTER 290**  
**Town Center ~~Commission~~District**

EDITOR'S NOTE: Provisions relating to the Town Center ~~Commission-District~~ are codified in Chapter 1212 of the Planning and Zoning Code.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: \_\_\_\_\_

Referred to Planning Commission

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Approved: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-035 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 036

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE  
AN APPLICATION FOR FINANCIAL ASSISTANCE WITH  
THE OHIO DEPARTMENT OF PUBLIC SAFETY UNDER  
THE OHIO EMS GRANT PROGRAM FOR THE  
PURCHASE OF EMERGENCY MEDICAL EQUIPMENT,  
AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio EMS Grant Program was enacted to improve emergency medical services in Ohio by providing monetary resources to assist organizations in training, equipping, and improving availability, accessibility and quality of such services; and

WHEREAS, the Ohio EMS Grant Program provides for reimbursement of funds for the amount of the grant awarded for the cost of purchasing various emergency medical equipment and training activities by each local agency that receives and accepts a grant under the Program; and

WHEREAS, the deadline for submission of applications to receive funding under the Ohio EMS Grant Program for such equipment and training for the 2014-2015 program is April 1, 2014; and

WHEREAS, the City, through its Fire Department, is desirous of applying for funding for the purchase of various emergency medical equipment;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That this Council hereby authorizes the Mayor to execute and file an application for financial assistance with the Ohio Department of Public Safety under the Ohio EMS Grant Program for the purchase of emergency medical equipment for the Strongsville Fire Department, as more fully set forth in the application on file in the office of the Fire Chief; and further authorizes the Mayor, Director of Finance, Fire Chief, and/or their authorized representatives to provide, execute and deliver whatever certifications, assurances and such other information as may be required in connection therewith.

**Section 2.** That the City's portion of costs to meet its obligations, if any, under said grant shall be paid from the Fire Levy Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to file such application in order for the City to participate in such grant funding, to continue to provide for the highest quality emergency services and operations, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-036 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 037**

**By: Mr. Southworth**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE SOCCER ASSOCIATION, INC. FOR PREMISES LOCATED ON FOLTZ PARKWAY IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2003-265, the City of Strongsville had authorized under C.O. Section 264.02 a new Lease of premises located on Foltz Parkway in Strongsville, Ohio to the Strongsville Soccer Association, Inc., a non-profit corporation; and

WHEREAS, a new five (5) year Lease was approved by Council in 2009 under Ordinance No. 2009-008; and

WHEREAS, the Lease agreement effective January 1, 2009 has expired, and the parties now mutually desire to enter into a new Lease agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

**Section 1.** That this Council finds and determines that the premises located on Foltz Parkway, Strongsville, OH, and described in Exhibits "1A", "1B" and "1C", attached hereto, are not needed entirely for municipal public use, and authorizes and directs the Mayor to enter into a new lease agreement with the Strongsville Soccer Association, Inc., for a term of five (5) years and upon the other terms and conditions set forth in the Lease agreement, attached hereto and designated Exhibit "1".

**Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 3.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide continuity in the use of City lands by a non-profit organization, for recreational purposes, and to conserve City funds. Therefore,

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 037  
Page 2

provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-037 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



## LEASE

**THIS LEASE** is made retroactive to the 1st day of January, 2014, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law (hereinafter "City") and **STRONGSVILLE SOCCER ASSOCIATION, INC.**, an Ohio nonprofit corporation, (hereinafter called "Tenant").

### **WITNESSETH:**

#### **1. DESCRIPTION AND LEASE OF PREMISES**

The City hereby leases to Tenant, and Tenant hereby leases from City, certain premises situated on Foltz Parkway in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "Foltz soccer fields." A legal description of the property containing such premises is attached hereto, labeled Exhibits "1A" and "1B" collectively, and as depicted in Exhibit "1C", and made a part hereof (hereinafter the "Premises").

#### **2. TERM**

##### **2.1 Original Term**

The term of this Lease shall be five (5) years, commencing retroactive to January 1, 2014 and ending at midnight December 31, 2019. Each successive lease term, if any, shall commence on the first day of January and end the last day of December.

##### **2.2 Additional Term**

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease as set forth in Section 2.3 below, Tenant shall have the option to extend this Lease for an additional term of five (5) years, under the same terms and conditions as are provided in this Lease, except that the rent for such additional term shall be negotiated between the City and Tenant at the time of exercise of such option. Tenant may exercise such option by giving notice to the City as provided herein no later than September 1, 2019.

##### **2.3 Termination**

Tenant hereby acknowledges that the City may, at any time, and without cause or advance notice, terminate this Lease. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Lease in its sole discretion.

##### **2.4. Holding Over**

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in

effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

### **3. RENT**

#### **3.1 Basic Rent**

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Twenty-Four and No/100 Dollars (\$24.00), payable at the rate of Two and No/100 Dollars (\$2.00) per month in advance on the first day of each calendar month. Rental during the renewal term shall be increased to Three Dollars (\$3.00) per month or Thirty-Six and No/100 Dollars (\$36.00) per year.

#### **3.2 Effect of Increase in the City's Insurance Premiums**

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

#### **3.3 Method of Payment**

All rent payments shall be made payable to the City and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

### **4. POSSESSION**

Tenant may enter into possession of the Premises on the commencement date of the Original Term.

### **5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

#### **5.1 Condition of Premises at Commencement of Term**

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

#### **5.2 Required Repairs and Maintenance**

(a) Tenant shall have sole responsibility, at its expense, to repair and maintain all driveways, sidewalks, parking areas or other paved areas servicing the

Premises. Tenant shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

### **5.3 Condition of Premises at Termination of Lease**

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

## **6. UTILITIES**

Tenant shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any. Wherever possible, Tenant shall make all payments directly to the provider of the services; otherwise, Tenant shall promptly reimburse the City for all payments made directly by the City to the providers of such services.

## **7. INSURANCE**

### **7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Three Million Dollars (\$3,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

### **7.2 Fire, Extended Coverage and Similar Coverages**

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term

"Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Lease.

## **8. USE**

### **8.1 General**

(a) Tenant shall occupy and use the Premises for recreational purposes and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Lease.

(c) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

### **8.2 Alterations and Improvements**

(a) Only upon obtaining the City's explicit prior written consent, which may be withheld, may the Tenant, at its sole expense, make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent for any reason, and without cause, including but not limited to the following, if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Lease.

## **9. DEFAULT**

### **9.1 Events Constituting Default**

For the purpose of this Lease, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

### **9.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises.

### **9.3 Waiver or Default**

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

## **10. MECHANICS' LIENS**

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant

or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

## **11. QUIET ENJOYMENT**

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

## **12. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises.

## **13. INDEMNITY**

Tenant will indemnify, hold harmless and defend the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City.

## **14. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **14.1 Assignment and Sublease**

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the

Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent. The City may, in its discretion, withhold such consent.

#### **14.2 Change of Organization of Tenant**

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

### **15. NOTICES**

All notices to the City  
shall be sent to:

The City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor  
(With a copy to the Law Director)

All notices to the Tenant  
shall be sent to:

Strongsville Soccer Association, Inc.  
P.O. Box 360953  
Strongsville, Ohio 44136

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

### **16. PARTIES BOUND AND BENEFITED**

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

### **17. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

### **18. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.



**19. CAPTIONS**

The captions utilized as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

**20. GOVERNING LAW**

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

**21. COUNTERPARTS**

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the City and Tenant have caused this Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STRONGSVILLE**

By: \_\_\_\_\_

Its: Mayor

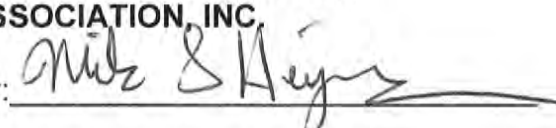
Date: \_\_\_\_\_

Approved for form:

By: \_\_\_\_\_

Law Director

**STRONGSVILLE SOCCER  
ASSOCIATION, INC.**

By: 

Its: President

Date: 2-26-14

  
\_\_\_\_\_

STATE OF OHIO                                 )  
  ) ss  
COUNTY OF CUYAHOGA                         )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as Mayor, and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                                 )  
  ) ss  
COUNTY OF CUYAHOGA                         )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE SOCCER ASSOCIATION, INC.**, by Nick Heyniger, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26th day of February, 2014.

  
\_\_\_\_\_  
Notary Public

NANCY M. SIKORSKI  
Notary Public of Ohio  
My Commission Exp. 3-14-2014

Exhibit 1A

Legal Description: Soccer Fields

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot No. 97, and bounded and described as follows:

Beginning at an iron pin marking the intersection of the centerline of Foltz Industrial Parkway (80 feet) and the North line of Original Strongsville Township Lot No. 97;

Thence proceeding North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Strongsville Township Lot No. 97 a distance of 40.04 feet to an iron pin and the point and place of beginning of the parcel herein described;

Thence continuing North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Lot No. 97 a distance of 846.02 feet to an iron pin and the Northeast corner of said Original Lot No. 97:

Thence proceeding South 03 degrees 18 minutes 40 seconds East along the Easterly line of said Original Strongsville Township Lot No. 97 a distance of 1272.34 feet to a point;

Thence proceeding South 89 degrees 26 minutes 50 seconds West a distance of 853.59 feet to a point on the Easterly line of Foltz Industrial Parkway:

Thence proceeding North 02 degrees 58 minutes 15 seconds West along the Easterly line of Foltz Industrial Parkway a distance of 1272.00 feet to the point and place of beginning. Said parcel contains 24.79 acres of land but is subject to all legal highways and easements of record. Said legal description is based on the assumption that the centerline of Foltz Industrial Parkway bears North 02 degrees 58 minutes 15 seconds West.

**HOFMANN - METZKER, INC.**

REGISTERED PROFESSIONAL SURVEYORS  
P. O. BOX 343 - 24 BEECH STREET  
BEREA, OH 44017 (440) 234-7350  
FAX: (440) 234-7351

**EXHIBIT "1B"**

George A. Hofmann, P.S., President  
Richard D. Metzker, P.S., Vice President

City Of Strongsville

**DESCRIPTION**

9-04-09

**9.631 Acres**

**EXHIBIT**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84, and further bounded and described as follows:

Beginning at an Iron pin in a monument box at the intersection of the centerline of Lunn Road (60 feet wide), with the Southerly line of Original Lot No. 84, said point being the Southeasterly corner of said lot;

Thence North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,612.09 feet to its intersection with the Northwestern right of way line of the B & O Railroad (66 feet wide), said point being the principal place of beginning;

Thence continuing North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,362.46 feet to the Northwestern corner of said Original Lot No. 84;

Thence South 89 degrees 32 minutes 40 seconds East, along the Northerly line of said Original Lot No. 84, a distance of 607.72 feet to its intersection with the Northwestern right of way line of the B&O Railroad (96 feet wide);

Thence South 22 degrees 30 minutes 10 seconds West along said Northwestern right of way line, a distance of 513.76 feet to an angle point in said line;

Thence South 67 degrees 29 minutes 50 seconds East along said right of way line, a distance of 30.00 feet to an angle point in said line;

Thence South 22 degrees 30 minutes 10 seconds West along said Northwestern right of way line, a distance of 940.86 feet to the principal place of beginning and containing 9.631 Acres of land based on a boundary survey made by Warren J. Root and Associates dated April 1967.

The basis of bearings is the centerline of Lunn Road in Original Lot No. 84, bearing North 88 degrees 35 minutes 10 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.  
Registered Professional Surveyors

By:

George A. Hofmann

Registered Surveyor Number 6752

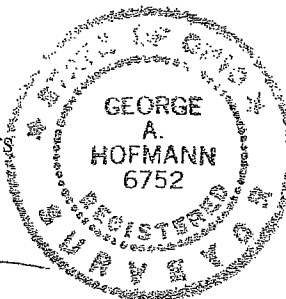
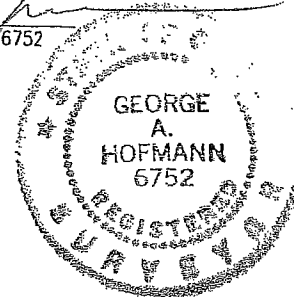
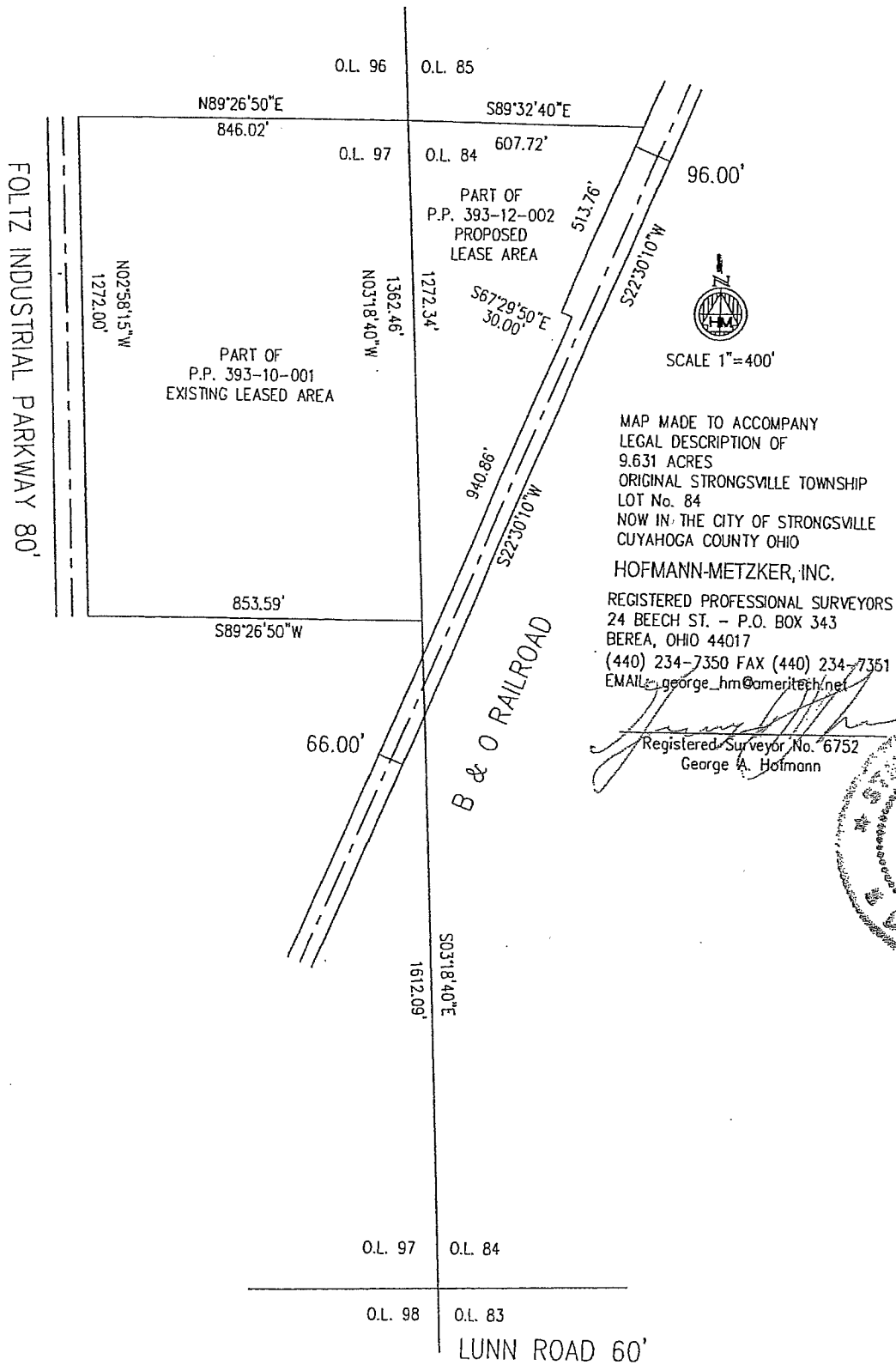


EXHIBIT "1C"



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 038

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING A JOB/PAYROLL  
CREATION INCENTIVE GRANT FOR ACUATIVE  
CORPORATION, FORMERLY TELSOURCE CORPORA-  
TION, AND DECLARING AN EMERGENCY.**

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Strongsville, Ohio, and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the authority to exercise all powers of local self-government, and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City of Strongsville provides that the City shall have all powers of local self-government and municipal home rule now or hereafter granted to municipalities by the Constitution and laws of Ohio; and further that the powers of the City may also be exercised in such manner as may now or hereafter be provided by the general laws of Ohio not conflicting with the City Charter or Ordinances; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, to this end, by adoption of Ordinance No. 2013-234, the City authorized a Job/Payroll Creation Incentive Grant Program to provide incentives to businesses to create or expand employment opportunities within the City of Strongsville without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, the Economic Development Director has recommended that a Job/ Payroll Creation Incentive Grant application be approved and that a grant be awarded to **ACUATIVE CORPORATION (formerly Telsource Corporation)**, located at 8237 Dow Circle, Strongsville, Ohio 44136, based upon its application as an IT network integrator and field service organization, providing nationwide installation, maintenance and managed network services for voice, data and video networking; and

WHEREAS, Acuative Corporation, as employer, is committing to the creation of 60 new full-time jobs by 2018 in Strongsville, with a total new payroll of \$6,000,000.00, all arising after the effective date of the application being January 24, 2014, in accordance with Program guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, and City Ordinance No. 2013-234, this Council hereby approves the application of **ACUATIVE CORPORATION (formerly Telsource Corporation)** duly filed with the City on January 24, 2014, and authorizes the creation of a Job/Payroll Creation Incentive Grant to Acuative for a term and amount as predicated upon its application, Exhibit 1, and pursuant to the Program's terms and conditions as reflected in Exhibit 2, both of which are attached hereto and made a part hereof and which collectively shall constitute the agreement between the applicant and the City.

**Section 2.** That as further specified in the Incentive Grant Program, if the within project does not proceed as specified in the application, Exhibit 1, or if the company were to leave the City during the term of agreement, then Council may rescind the agreement and/or require repayment of grant monies.

**Section 3.** That Council hereby authorizes and appropriates funding and payment for the Job/Payroll Creation Incentive Grant from the City's non-tax revenue sources, including but not limited to the following: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees for Acuative Corporation, which shall be paid from the General Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the authorization and approval of the Job/Payroll Creation Incentive Grant is necessary to create new jobs and new payroll associated with an existing business within the City of Strongsville in furtherance of the City's economic development and well-being, and to generate additional tax dollars now and in the future. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 038  
Page 3

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2014-038 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



01-24-14P01:42 RCVD

**CITY OF STRONGSVILLE**  
**Application**  
**Job/Payroll Creation Incentive Grant Program**

**Applicant Information:**Business Name/Entity Form: AcuativeCurrent Address: 8237 Dow CircleStrongsville, OH 44136Company Website: www.acuative.comNAICS Code: 541512Contact Name & Title: Susan Bauck - Director, Human ResourcesContact e-mail Address: Sbauck@acuative.comContact Phone: 440-202-4574Current Number of Full-Time Permanent Employees in Strongsville: 97Current Payroll in Strongsville: \$ 5,000,000

Brief Company Description: Acuative is the leading network integrator and field service organization providing nationwide installation, maintenance, and managed network services for voice, data, & video networking. We provide inventive superior IT service & best-of-breed technology solutions, delivering end-to-end life cycle support for our clients in the service provider, enterprise, finance, retail and 1 public sectors nationwide.

Principal Owners/Officers: Vincent Sciarra & Richard Akerman

Federal Identification No. (FEIN): 22-2513273

Does your firm owe any monies to the State of Ohio, a State agency or Political Subdivision? If so, please explain: NO

### **Project Information:**

Brief Project Description: Organic growth through the recent addition of new clients and large scale projects. Continued growth expected due to product/service offerings, pipeline, and sr level management additions.

Project Address/Location(s): 8237 Daw Circle, Strongsville, OH 44136

Project Start Date: 1/1/2014

Estimated Completion Date: 2018

\*New Full-Time Permanent Jobs Created by the Project: 100

\*New Payroll Created by the Project: \$ 6,000,000

Total Project Investment:

- Real Property Investment: \$750,000
- Personal Property Investment: TBD - approx \$350,000

Application Fee:

- A non-refundable fee of \$ 500.00 is to be submitted with this application. A copy of the application will be attached to the final Job/Payroll Creation Incentive Grant Program Agreement, which must be submitted to City Council for approval.

**\* Note: Certain required thresholds under the Program must be met in order to receive a grant.**

**Certification of Information:**

Submission of this application expressly authorizes the City of Strongsville to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is subject to all penalties for falsification provided under law.

  
\_\_\_\_\_  
*Signature*

*Director, Human Resources*  
\_\_\_\_\_  
*Title*

  
\_\_\_\_\_  
*Printed Name*

*1/21/14*  
\_\_\_\_\_  
*Date*

Please submit completed application to:

**The City of Strongsville**  
Department of Economic Development  
16099 Foltz Parkway, Strongsville, Ohio 44149  
Attention: Brent Painter, Director of Economic Development  
(440) 580-3118  
[brent.painter@strongsville.org](mailto:brent.painter@strongsville.org)





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## **JOB/PAYROLL CREATION INCENTIVE GRANT PROGRAM**

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The City of Strongsville has established a Job/Payroll Creation Incentive Program that offers incentives to eligible businesses that are creating new, full-time jobs generating new payroll. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Strongsville.

### **Program Parameters/Requirements:**

- The program will be structured as an incentive grant based upon the creation of new full-time jobs and payroll.
- Strongsville's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (See Grant Guidelines below). Grants will be awarded using non-tax revenues.
- Each grant application must be approved by City Council and the Mayor through a specific grant agreement, prior to the applicant company undertaking the project.
- The program will be available to businesses committing to a re-location/expansion into Strongsville or existing Strongsville businesses committing to an increase of jobs and payroll in the City.
- In order to be eligible, a company locating a new business in Strongsville must create a minimum of thirty (30) new full-time jobs within a 3-year period generating a minimum new annual payroll of \$6,000,000 to the City of Strongsville and as indicated in their application.
- A company already located in Strongsville and expanding at its current facility, or expanding at a new facility within the City, must create within a 3-year period thirty (30) new full-time jobs generating a minimum annual payroll of \$6,000,000 new to the City of Strongsville, while maintaining its current employee payroll.
- All applicants must meet the minimum required number of additional new full-time jobs and new annual payroll to new or existing Strongsville businesses to be eligible, and as measured against current jobs and current payroll at time of application.
- No grant funds will be awarded until required and agreed upon minimum thresholds are met for both new full-time jobs and new annual payroll as set forth in the specific Job/Payroll Creation Grant Agreement with the City, and consistent with the above parameters. The term of the grant starts only once designated targets are met. Such targets must be maintained for each year in order to be eligible to receive the grant for that particular year.
- Independent contractor positions do not qualify as full-time jobs.
- The following categories are not eligible altogether under the Program: Retail and food service businesses; public utilities; state, federal or local governmental units, agencies or entities.



### Grant Guidelines:

The maximum grant will be for eight (8) years\* and 30%. All grants will be based on actual new jobs and payroll according to the following schedule:

Minimum New Full-Time Jobs Created	New Annual Payroll	Length of Grant	Award Rate
N/A	Less than \$6 million	N/A	N/A
30	\$6 million to \$9.99 million	3 years	25%
50	\$10 million to \$11.99 million	3 years	30%
70	\$12 million to \$13.99 million	4 years	30%
90	\$14 million to \$15.99 million	5 years	30%
110	\$16 million to \$17.99 million	6 years	30%
130	\$18 million to \$19.99 million	7 years	30%
150	\$20 million or above	8 years	30%

\*Notwithstanding the technical parameters of the grant guidelines, an applicant may be eligible for a grant with a term not to exceed ten (10) years at a 30% award rate at the City's sole discretion only if both of the following circumstances are established: (a) The project must create at least a 75% increase over the grant guideline threshold for new annual payroll of \$20 million (i.e. \$35 million) and/or new jobs requirement of 150 new permanent full-time jobs (i.e. at least 265 new full-time jobs); and (b) is identified by the City of Strongsville as having additional extraordinary circumstances associated with the project.

- For companies already located in Strongsville, only new jobs and payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce level and payroll that are current when the grant application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- If a company has multiple locations in the City and total new employment and new payroll requirements are met at any combination of locations within the City, then the company will qualify for the grant payments.
- City Council will have the discretion to customize allowable time frames for each grant agreement when unusual circumstances may warrant, so long as consistent with the parameters and intent of this Program.
- Only new payroll attributable to new employees and paid after the effective date of the application will be eligible for purposes of calculating the amount of the grants awarded.





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**Application Procedures:**

Application forms will be available from the Economic Development Department. A non-refundable application fee of \$500.00 in the form of a check payable to the City of Strongsville shall be submitted with the application to cover administrative costs.

**Program Funding:**

Funding for the grant program will be charged and paid from non-tax generated revenues, including but not limited to, interest income, permit fees, service charges, activity fees, and tax incentive application and monitoring fees.

**Claw Back Provision:**

Each grant agreement will include a binding claw back provision requiring, at the option of the City, repayment of grant monies if the company leaves the City during the term of the agreement.

**Annual Reporting:**

- Upon the City's request and on forms provided by the City, companies must submit an annual Job/Payroll Creation Grant report documenting new employment and payroll, and providing whatever additional information is requested by the Director of Finance. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Economic Development and the Finance Director. An annual summary report of all grants activity will be prepared by the Director of Economic Development and transmitted to the Mayor and City Council.

**Termination of Agreement:**

- If the project does not proceed as specified in the agreement, or the company leaves the City during the term of agreement, then Council may rescind the agreement upon recommendation of the Administration.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 039

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE LAW DEPARTMENT TO RESOLVE PENDING LITIGATION CONCERNING PPN 397-26-001 IN CONNECTION WITH THE PEARL ROAD WIDENING AND IMPROVEMENT PROJECT PHASE II (CUY-42-0.00), AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville had reached an impasse in its good faith negotiations with the owners of Permanent Parcel No. 397-26-001, located at 19691 Pearl Road, to acquire various property interests (partial fee simple interest and temporary construction easement) by agreement in connection with the City's Pearl Road Widening and Improvement Project Phase II (CUY-42-0.00) (the "Project"); and

WHEREAS, as a result, the City of Strongsville had initiated a "quick take" action in the Probate Court of Cuyahoga County, Ohio, on or about March 28, 2013, styled as *City of Strongsville v. The James H. Jerome Living Trust Dated April 23, 2007, et al.*, Cuyahoga County Common Pleas Probate Division Case No. 2013-ADV-187570; and

WHEREAS, on December 30, 2013, the City obtained title to the appropriated property by Journal Entry of the Court; and

WHEREAS, through subsequent discussions, the property owner and the City have proposed a resolution providing for an agreed value of the take and the resolution of all issues before the Court.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Law Department be and is hereby authorized to execute and implement a resolution in Case No. 2013-ADV-187570, in the Cuyahoga County Court of Common Pleas, Probate Division, captioned: *"City of Strongsville v. James H. Jerome Living Trust Dated April 23, 2007, et al."*, with a total agreed value of the take to be \$80,000.00 (\$21,450.00 increase), and installation by the City of some additional pavement improvements, all to be documented in a form approved by the City's Law Department; and this Council further authorizes the Mayor, City Engineer, Law Director, Assistant Law Director and other appropriate officers of the City to do all things necessary to carry out the terms and conditions of said final resolution.

**Section 2.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Pearl Road Capital Improvement Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 039

Page 2

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate execution of the aforesaid Court Entry is necessary to resolve pending litigation, facilitate completion of the Pearl Road Project, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. NO. 2014-039 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

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Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_