

City of Strongsville

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August 28, 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

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, September 2, 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 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2014-085, 2014-132, 2014-156, 2014-157, 2014-158, 2014-159, 2014-160 and Resolution No. 2014-161.

A Motion will be made to approve the Planning, Zoning, and Engineering Committee meeting minutes of July 28, 2014.

Finance Committee will meet to discuss Ordinance Nos. 2014-151, 2014-152, 2014-153, 2014-154, 2014-155, 2014-156 and Resolution No. 2014-134.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2014-162 and Resolution Nos. 2014-163 and 2014-164.

Communication and Technology Committee will meet to discuss Ordinance No. 2014-165.

Economic Development Committee will meet to discuss items pertinent to the Committee.

Committee of the Whole will meet to discuss Ordinance Nos. 2014-166 and 2014-167. The Council will then meet in **Executive Session** to discuss pending litigation with the Law Director.

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:

Aimee Pientka, CMC
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 2, 2014 AT 8:00 P.M.**

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – July 21, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
7. PUBLIC HEARING:
 - Ordinance No. 2014-132 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1240.08(c)(2), AND AMENDING VARIOUS SUBSECTIONS OF 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, REGARDING AUTOMOTIVE USES IN GENERAL BUSINESS DISTRICTS AND MOTORIST SERVICE DISTRICTS, AND DECLARING AN EMERGENCY. First reading and referred to Planning Commission 07-07-14. Favorable recommendation by Planning Commission 07-10-14. Second reading 07-21-14.
8. 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:
 - *Motion to note and approve the owner's designation of wishes for interments in Strongsville Municipal Cemetery, Section F, Lot #49, Grave B.*

- RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
- COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

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

- MAYOR PERCIAK:
- FINANCE DEPARTMENT - Mr. Dubovec:
- LAW DEPARTMENT- Mr. Kraus:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2014-132 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1240.08(c)(2), AND AMENDING VARIOUS SUBSECTIONS OF 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, REGARDING AUTOMOTIVE USES IN GENERAL BUSINESS DISTRICTS AND MOTORIST SERVICE DISTRICTS, AND DECLARING AN EMERGENCY. First reading and referred to Planning Commission 07-07-14. Favorable recommendation by Planning Commission 07-10-14. Second reading 07-21-14.
- Ordinance No. 2014-085 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 PEARL ROAD (PART OF PPN 393-31-009 and ALL OF PPN 393-31-010) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Milor Knowlton, LLC, Owner [Tim Dean, Agent]; and Eyesman Properties, Owner [Tim Dean, Agent]. Proposed rezoning for possible auto specialist car care). First reading and referred to Planning Commission 05-05-14. Tabled by PC 05-22-14.
- Resolution No. 2014-134 by Mr. Dooner. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY. First reading 07-07-14. Second Reading 07-21-14.
- Ordinance No. 2014-151 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$650,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF REFUNDING ALL OF THE CITY'S OUTSTANDING LIBRARY IMPROVEMENT BONDS, DATED AS OF NOVEMBER 1, 2001 AND MATURING AFTER DECEMBER 1, 2011, WHICH WERE ISSUED FOR THE PURPOSE OF CONSTRUCTING, FURNISHING AND EQUIPPING A NEW PUBLIC LIBRARY BUILDING AND IMPROVING ACCESS THERETO AND THE SITE THEREOF, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-152 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-153 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,300,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2013 STREET PROGRAM), AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-154 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2014 AND REPEALING ORDINANCE NO. 2014-133.
- Ordinance No. 2014-155 by Mayor Perciak and Mr. Dooner. AN ORDINANCE AMENDING SECTIONS 880.02 AND 880.37 OF CHAPTER 880 INCOME TAX OF TITLE FOUR OF PART EIGHT OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ADD A DEFINITION AND CLARIFY ADOPTION OF CERTAIN RULES AND REGULATIONS OF THE REGIONAL INCOME TAX AGENCY (R.I.T.A), AND DECLARING AN EMERGENCY.
- Resolution No. 2014-156 by Mayor Perciak and Mr. Dooner. A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDED QUALIFIED INTERNAL REVENUE SERVICE (IRS) PREMIUM ONLY PLAN FOR THE BENEFIT OF FULL-TIME CITY EMPLOYEES IN CONNECTION WITH THEIR HEALTH CARE PREMIUM CONTRIBUTIONS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-157 by Mr. Maloney. AN ORDINANCE REPEALING ORDINANCE NO. 2014-130 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11062 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Hahn]
- Ordinance No. 2014-158 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11025 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Landspan Corp.]

- Ordinance No. 2014-159 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM RINI & RINI DEVELOPMENT, LLC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-160 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2014-PHASE II, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-161 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR AN ADDITION TO THE EXISTING GARAGE AT ST. JOSEPH'S CHURCH, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2014-162 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY'S WASTEWATER TREATMENT FACILITIES AND APPURTENANCES, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-163 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR, DIRECTOR OF PUBLIC SERVICE, AND DIRECTOR OF FINANCE TO SETTLE AND COMPROMISE A CLAIM OF THE CITY FOR LIQUIDATED DAMAGES FOR LATE DELIVERIES OF ROCK SALT IN CONNECTION WITH THE 2013-2014 OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH MORTON SALT, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-164 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.
- Ordinance No. 2014-165 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-001 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR NETWORK ENGINEERING, INSTALLATION, CONFIGURATION, ANALYSIS AND PLANNING, IP PHONE SERVICES AND MISCELLANEOUS NETWORK SERVICES IN SUPPORT OF THE CITY'S OVERALL VOICE AND DATA NETWORK, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY WITH BLACK BOX NETWORK SERVICES (PART OF LOGOS COMMUNICATIONS SYSTEMS, INC.), UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-166 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2013-235 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL AS LEAD APPELLATE COUNSEL AND AMENDING A JOINT REPRESENTATION AGREEMENT IN PENDING LITIGATION, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-167 by Mayor Perciak and all Members of Council. AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Council approval of delegate list for the Annual Meeting of Southwest General Health District.*
- *Application for Permit: **TRFO-D5-D6**: To: Red Lobster Hospitality LLC, **DBA: Red Lobster #6312, 17227 Southpark Center**, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/04/2014).*

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 132

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1240.08(c)(2), AND AMENDING VARIOUS SUBSECTIONS OF 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, REGARDING AUTOMOTIVE USES IN GENERAL BUSINESS DISTRICTS AND MOTORIST SERVICE DISTRICTS, AND DECLARING AN EMERGENCY.

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

Section 1. That existing Section 1240.08(c)(2) of Chapter 1240, 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 as follows:

1240.08 DEFINITIONS.

(a) Interpretation. Words in this Zoning Code are normally defined according to their ordinary English usage. Certain terms are, however, defined in this chapter and wherever used in this Zoning Code, they shall have the meanings set forth herein, unless the context clearly indicates a different meaning.

(b) General Terms.

- (1) The word "shall" is to be interpreted as mandatory and shall be complied with unless waived; "may" is to be interpreted as having permission or being allowed to carry out a provision; "should" is to be interpreted as expressing that the application of such criteria or standards is desired and essential unless commensurate criteria or standards are achieved.
- (2) All words used in the singular shall include the plural, and all words used in the present tense shall include the future tense, unless the context clearly indicates the contrary.
- (3) The phrase "used for" shall include "arranged for," "designed for," "intended for," "maintained for" and "occupied for."
- (4) "Regulation" means a rule, restriction or other mandatory provision in this Zoning Code intended to control, require or prohibit an act.

- (5) "Standard" means a test, measure, model or example of quantity, extent or quality.
- (6) "Criterion" means a principle by which the planning of a development area shall be guided.
- (7) "City" means the City of Strongsville.
- (8) "Commission" means the City Planning Commission.
- (9) "Council" means the legislative body of the City.
- (10) "Board" means the Board of Zoning Appeals.
- (11) "Commissioner" means the Building Commissioner of the City.
- (12) "County" means the County of Cuyahoga, Ohio.
- (13) "Clerk" means the Clerk of Council.
- (14) "Engineer" means the City Engineer.
- (15) "Person" means an individual, firm, association, corporation, trust or other legal entity, including his or its agents.
- (16) "Developer" means a person commencing proceedings under this Zoning Code to effect the development of land for himself or for another.
- (17) "Code" means the Zoning Code of the City.
- (18) "Review Board" means the Architectural Review Board of the City.

(c) Specific Terms.

(1) Areas, buildings and land.

- A. "Area of buildings" means the area at the ground level of the main building and all accessory buildings, excluding unenclosed porches, terraces and steps, measured from the outside surface of exterior walls.
- B. "Area of dwelling unit" means the sum of the gross floor areas above the basement level, including those rooms and closets having the minimum ceiling height, light, ventilation and other features as required by the Building Code and as further defined in Section 1252.40.
- C. "Area of lot" means the total horizontal area within the lot boundary lines of a zoning lot.

(2) Automotive uses.

- A. "Private garage" means an enclosed building with doors, accessory to a one-family, two-family or townhouse dwelling, used exclusively for the parking or temporary storage of passenger automobiles.
- B. "Storage garage" means a main or accessory enclosed building with doors, other than a private garage, used for the parking or temporary storage of

passenger automobiles, and in which no service shall be provided for remuneration.

- C. ~~"Repair garage" means a main or accessory building used or designed for repairing motor vehicles, or a service garage if accessory to an automobile salesroom.~~ **"Automotive Service Center" means an establishment for servicing and minor repairs of motor vehicles with a gross vehicle weight of less than 6,000. Minor repair work includes: brake repair and replacement, oil changes, shock absorber, spring, and strut repair and replacement, tire installation, minor tune-ups and engine diagnostics, air conditioning charging, exhaust repair and replacement, and similar minor repairs. Automotive Service Centers may include the sale of minor automobile parts and accessories such as batteries, tires, belts, shock absorbers, brake pads, floor mats, and cleaning materials. This use does not include major repair work such as overhauls, replacement or rebuilds of engines or transmissions, body work or repair, painting, welding, frame work, radiator repair or replacement, or similar services.**
- D. "Accessory parking area" means an open or enclosed private area, other than a street, used for the free parking of passenger automobiles for occupants, their guests or customers, of a main building.
- E. "Public parking area" means an open or enclosed publicly owned area used for passenger automobile parking, with or without a fee.
- F. "Sales lot" means an open area used for the display, sale or rental of new or used motor vehicles, on which no repair, except minor work, is performed.
- G. "Service station" means a building and land, including pumps, tanks and grease racks, used for the retail sale of gasoline, lubricants, batteries, tires and other automobile accessories, and in or on which minor services and repairs are performed.
- H. **"Fueling Station" means a building and land, including pumps and fuel tanks, for the retail sale of automotive fuels to the motoring public. Such facilities may include the retail sales of convenience goods and the sale of food and beverages for carry out or on premises consumption.**

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Section 2. That existing Sections 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and are hereby amended to read in their entirety as follows:

**CHAPTER 1258
Business Districts**

- 1258.01 Intent.
- 1258.02 Use regulations; Local Business District.
- 1258.03 Use regulations; General Business District.
- 1258.04 Use regulations; Shopping Center District.
- 1258.05 Use regulations; Motorist Service District.
- 1258.06 Use regulations; Restaurant-Recreational Services District.
- 1258.07 Uses and buildings permitted on zoning lot.
- 1258.08 Area regulations.
- 1258.09 Land coverage.
- 1258.10 Lot width.
- 1258.11 Yard regulations; Business Districts.
- 1258.12 Height regulations.
- 1258.13 Access regulations; Motorist Service District.
- 1258.14 Supplementary regulations for service stations and automotive service-stations centers.
- 1258.15 Shopping center development plans.
- 1258.16 Submission of applications for shopping center development.
- 1258.17 Referral for review and reports; Sketch Development Plan.
- 1258.18 Authority to proceed; Preliminary Development Plan.
- 1258.19 Final Development Plan; Shopping Center District.
- 1258.20 Building permits; Shopping Center District.
- 1258.21 Amendments to Final Development Plan; Shopping Center Development.
- 1258.22 Progressive development; Shopping Center Development.
- 1258.23 Construction time limitation; Shopping Center Development.
- 1258.24 Performance bond; Shopping Center Development.
- 1258.25 Business area plans.
- 1258.26 Development plans; Local and General Business; Motorist Service Districts.
- 1258.27 Sign regulations. (Repealed)
- 1258.28 Parking.

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1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in General Business Districts, only for uses set forth in the following schedules and regulations:

(a) Main Buildings and Uses Permitted.

(1) Offices, stores, services and other use classifications as permitted in Local Business Districts;

(2) Mortuaries (Funeral Homes);

(3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:

A. Retail sales.

1. The sale of all food; frozen food lockers;

2. The sale of all general merchandise; dry goods, variety and department stores;

3. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radio and television, provided no loudspeakers broadcast outside the parcel;

4. The sale of bicycles, sport and athletic equipment, pet shops;

5. Wholesale offices and showrooms, with storage limited to samples;

6. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

7. Restaurants, taverns, night clubs, delicatessens, eating establishments, businesses permitting dancing and live entertainment, whenever such use is within a business building located adjacent to another business building having one or more party

walls and a common roof with one or more similar business buildings but not as a separate building or use provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.
9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at free-standing "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

B. Services.

1. Shops for custom work for the making of articles to be sold only at retail on the premises, excluding internal combustion engines;
2. All personal service establishments without limitations on the number of persons engaged in such work;
3. Photographic developing, blueprinting, letter, job and newspaper printing, radio or television stations with ancillary transmittal towers, telephone exchanges, transformer stations;
4. Bus passenger stations, taxi stations; and
5. Veterinary office/out-patient clinic provided such use is a single use in a free-standing building with no dog runs and no overnight housing of animals.

- C. Churches. Buildings and land for churches provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code. To be located in a General Business District, a church shall be governed by and meet all requirements, standards and procedures of Chapter 1256 and other Codified Ordinance sections referenced therein.
 - D. Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
 - E. Exercise Facilities. Dance instruction, gymnastics, yoga, martial arts training, gymnasiums, and physical fitness centers, none of which shall exceed 5,000 square feet, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
 - F. **Automotive Service Centers. Automotive Service Centers in accordance with the provisions of Section 1258.14 and provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.**
- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08.
- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided that such accessory use serves solely as an accessory use to permitted main uses on the same zoning lot, and provided such an accessory use has no injurious effect on the adjoining residential districts. The following accessory uses are also permitted:
- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
 - (2) Signs in General Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.

- (3) Crematories only as an integral component of a licensed mortuary (funeral home) provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07.
(Ord. 2011-055. Passed 6-20-11.)

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1258.05 USE REGULATIONS; MOTORIST SERVICE DISTRICT.

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Motorist Service Districts only for the uses set forth in the following schedules and regulations:

(a) Main Buildings and Uses Permitted.

- (1) ~~Automotive facilities. Service stations for the sale of gasoline, oil and auto accessories, lubrication, washing, minor repair within enclosed buildings in accordance with Section 1258.14; bus passenger stations, repair and storage garages within enclosed buildings. General retail sales of hard line merchandise shall be permitted in accordance with Section 1258.14.~~ **Service Stations. Service stations for the sale of fuels, oil, lubricants, batteries, tires, and other automotive accessories to the motoring public. Such facilities may include facilities for servicing and minor repair of vehicles and the retail sales of merchandise in accordance with the provisions of Section 1258.14.**
- (2) Lodging facilities. Motel accommodations for the traveling public. A game room or amusement arcade may be permitted within lodging facilities only if a conditional use permit is granted in accordance with standards set forth in Section 1242.07.
- (3) Eating and drinking establishments. Restaurants, snack bars, taverns, drive-in restaurants as individual establishments or in conjunction with a lodging or indoor tennis facility permitted in this District. A game room or amusement arcade may be permitted within eating and drinking facilities only if a conditional use permit is granted in accordance with standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (4) Automotive service centers. ~~For the general retail sales of tires, auto accessories and other hard line merchandise, servicing and minor repair of motor vehicles within enclosed~~

~~buildings.~~ **Automotive Service Centers in accordance with the provisions of Section 1258.14.**

- (5) Indoor tennis facility.
~~(Ord. 2009-155. Passed 11-16-09.)~~
 - (6) ~~Propane canisters. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds capacity at service stations provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.~~ **Fueling Stations. Fueling stations for the sale of fuel and convenience goods to the motoring public. Such facilities may include the sale of food and beverages for carry out and/or on premises consumption. Outdoor display or sale of merchandise shall only be permitted as specifically authorized by Planning Commission as part of development plan approval. Outdoor eating areas may be permitted provided a conditional use permit is obtained in accordance with Section 1242.07.**
 - (7) Recreational vehicle sales and service. Motorcycle, boat, snowmobile and outboard motor sales and service, provided the use is located within a free-standing building and all testing facilities and operations are conducted within an enclosed building; and
 - (8) Automotive sales. Automotive, truck, van and recreational vehicle sales, leasing, renting and related services, including accessory repair and service garages, provided such uses are within a free-standing building; and new and used automotive, truck, van and recreational vehicle sales lots, provided such uses are in conjunction with a permitted vehicles sales use located on the same lot as the free-standing building used for the sale of new motor vehicles.
~~(Ord. 2010-097. Passed 9-20-10.)~~
- (b) Similar Main Uses Permitted. Any other motorist service facility or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code; and
- (c) Accessory Uses Permitted.
- (1) Off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code;
 - (2) Signs in Motorist Service Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code; and

- (3) ~~In an automotive facility, service station or automotive service center, within the enclosed building, retail sales of tobacco products, food and beverages for consumption off the premises, or by the motoring public in a motor vehicle in quantities customarily purchased by the ordinary traveler, except that the sale of alcoholic beverages of any kind is prohibited. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds capacity as an accessory use at Fueling Stations, Service Stations, and Recreational Vehicle Sales and Service Facilities provided a conditional use permit is obtained in accordance with Section 1242.07.~~
 (Ord. 2009-155. Passed 11-16-09.)

* * *

1258.11 YARD REGULATIONS; BUSINESS DISTRICTS.

In all Business Districts, buildings and land shall abut a dedicated street for the required lot width, and shall be used, and buildings shall be designed, erected, altered, moved or maintained, in whole or in part, only in accordance with the following schedule and regulations:

(a) Schedule of Yards and Setbacks for Business Uses. In Business Districts, the yards shall be not less than set forth in the following schedule:

Schedule of Minimum Yard and Setback (SB) Dimensions							
District	Main & Accessory Building & Use	SB Abutting Prospect, Pearl, Sprague & Royalton Rds. & W. 130 th St. (ft.)	Front Yard SB Abutting Other Sts. (Distance from St. R-O-W) (ft.)	Side Yard Abutting Residential District (ft.)	SB Abutting Non-Residential District (ft.)	Rear Yard Abutting Residential District (ft.)	SB Abutting Non-Residential District (ft.)
Local Business	Offices, stores and services	125 from centerline	50	20	None or but min. 10 between buildings	20	10
	Sales in open yards	50 from right of way	35	Not allowed	Not allowed	Not allowed	Not allowed
	Parking areas and drives	20 from right of way	20	10	5	10	5

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 132
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General Business and Restaurant-Recreational Services	Offices, stores, services, mortuaries, amusement and recreation	125 from center-line	80	30	None or but min. 10 between buildings	30	10
	Sales in open yards	90 from center-line	45	Not allowed	Not allowed	Not allowed	Not allowed
	Parking areas and drives	75 from center-line	30	10	5	10	5
Shopping Center	Offices, stores, services amusement and recreation	200 from center-line	150	100	50	100	50
	Sales in open yards	Not allowed	Not allowed	Not allowed	10	Not allowed	10
	Parking areas and drives	40 from right of way	40	20	10	20	10
Motorist Service	Service station, hotel/motel, restaurant, indoor tennis facility, auto, motorcycle and boat sales All Main and Accessory Uses	125 from center-line	50	50	25	50	25
Motorist Service	Parking areas and drives	30 from right of way	30	20	10	20	10

(b) Supplementary Yard Regulations. Yards may be used for off-street parking, loading, traffic circulation, illumination, landscaping and signs as regulated in other sections of this Zoning Code.

- (1). Front yards. Front yards for buildings and uses shall not be less than established in the preceding schedule, and no structure shall be erected in front of such line unless shown otherwise on the Zone Map or specifically modified in supplementary regulations.
- A. Wherever parking areas are proposed in front yards, the Planning Commission may require, as a condition of approval, that a front yard depth greater than set forth above is deemed proper to relate the proposed structures to surrounding developments. If parking or sales are permitted in front yards, a concrete curb or precast barrier shall be erected along the parking area or sales area, and the front yard between such line and the public right of way shall be landscaped and maintained attractively.
- B. ~~Gasoline pumps if constructed and operated as a part of a service station or garage may, however, be erected in front of the established building line, but not less than twenty feet from the front lot line. All driveways, platforms and curbs of the service stations, whether located on a city street, County road or State highway, shall be designed in accordance with the latest revision of the "Regulations Governing Ingress and Egress at Gasoline Service stations Fronting on all Highways Under State Jurisdiction in Ohio" adopted by the Ohio Department of Highways (now the Ohio Department of Transportation).~~
~~Canopies covering gasoline pump islands providing protection from inclement weather may be permitted in front of the established building line, provided that the supporting members of such canopies are not less than twenty feet from the front lot or right-of-way line and that the design, height and location of the canopy is approved by the Planning Commission.~~
Gasoline pumps, islands, and canopies covering pump islands for weather protection, which are constructed and operated as part of a service station or fueling station, may be erected in front of the established building line, provided that no part of any pump, island, or canopy shall be located less than twenty (20) feet from the right-of-way line of a public street or highway, and further provided that the design, height, and location of all canopies have been approved by the Planning Commission.

All driveways and curbs shall be designed in accordance with standards established by the City Engineer.

A structure not exceeding twenty-four (24) square feet may be permitted on the pump island for the a station attendant.

One sign not exceeding **thirty (30)** square feet in sign face area and ~~two and one-half feet~~ **thirty (30) inches** in height may be permitted on each **face of a** pump island canopy which faces the frontage street or side street ~~of on~~ a corner lot.

C. The Planning Commission may vary the 125-foot front yard building setback from the center line of Prospect Road, Royalton Road and West 130th street to fifty feet from the street right-of-way line with a thirty-five foot front parking setback, or seventy feet from the street right-of-way line with a twenty-five foot front parking setback, when the Commission determines such variation in setback is appropriate considering adjacent development.

(2) Side yards. Whenever a business building is located adjacent to another business building having one or more party walls and a common roof with one or more similar buildings, but individually owned, there shall be no side yards required. Separate business buildings shall be not less than ten feet from the nearest business building.

If an off-street parking area is planned and designed as a coordinated facility with adjacent existing or planned parking areas, the Planning Commission may waive the side yard parking or drive setback requirement of this section.

(3) Side yard on corner lots. Whenever a business building is located on a corner lot, the width of the building side yard on the side street shall be not less than fifty feet for major arterial streets, thirty-five feet for collector streets and twenty-five feet for local collector and local streets. On a corner lot, parking shall be set back at least twenty feet from the side street right of way.

(4) Yard screening and landscaping. Whenever a non-residential use is located or proposed to be located on a lot which adjoins, is contiguous to, or could affect a Residential District or a residential use, a side or rear yard of not less than set forth on the preceding schedule shall be provided on the non-residential lot and screening shall be provided as required in this section.

The Planning Commission may in its discretion, require that all areas, which adjoin, are contiguous to, or

could affect a lot zoned residential or a lot which is developed with a residential use, be shielded with a solid masonry wall not less than six (6) feet in height above grade. The masonry wall shall have a brick veneer or stone finish that matches the non-residential structure or other brick or stone as approved by the Planning Commission. The Planning Commission may require additional screening by way of plantings on either or both sides of the solid masonry wall.

The Planning Commission may waive the requirement of a solid masonry wall because of drainage difficulties, topographic reasons or for any other reason that the Planning Commission deems appropriate. In such cases where the requirement of a solid masonry wall is waived, the Planning Commission shall require any combination of earthen berms, fencing, or plantings which will effectively shield adjacent residential districts or uses from parking lot illumination, headlights, fumes, heat, blowing papers and dust, and which will reduce the visual encroachment of non-residential buildings, signs and activity.

The screening requirements of this section shall apply to each new non-residential use and any current non-residential use which is substantially modified, or which is altered in any manner that further impacts or could impact on a Residential District or residential use.

~~(Ord. 2009-155. Passed 11-16-09.)~~

* * *

1258.13 ACCESS REGULATIONS; MOTORIST SERVICE DISTRICT.

In a Motorist Service District no access street or driveway shall be located less than 600 feet from the intersection of a freeway ramp with SR 82, ~~except that access to an existing residential use may be continued for the duration of such use.~~

Access driveways to US 42 and SR 82 shall be spaced not less than 100 feet on center. Whenever possible, an access driveway not more than eighteen **(18)** feet wide shall be located along the side lot line to allow the joint development of a maximum thirty-six **(36)** feet ~~feet~~ wide access drive when two adjoining lots are developed.

~~_____The apron portion of access driveways shall be defined by a poured concrete curb with a minimum twenty-foot radius.~~ **A poured concrete curb with a minimum radius of thirty-five (35) feet shall define the apron portion of access driveways.** Such curb shall be continued or another suitable barrier shall be provided along the arterial street frontage between access points to prohibit unchanneled vehicular ingress and egress.

~~(Ord. 1978-165. Passed 10-16-78.)~~

**1258.14 SUPPLEMENTARY REGULATIONS FOR SERVICE STATIONS AND
AUTOMOTIVE SERVICE STATIONS CENTERS.**

Notwithstanding any of the provisions of this eChapter, the following supplementary regulations shall also apply to **Service Stations and Automotive Service Centers**:

- (a) ~~Any individual, company or corporation intending to establish an automotive service station shall submit a market analysis which shall appraise the existing and projected buying power for goods and services as related to the proposed station and data on existing and projected traffic volumes and patterns in proximity to the proposed station.~~ **All service and repair work shall be conducted wholly within an enclosed building.**
- (b) ~~An enclosed automotive service station customer service area shall not exceed four percent (4%) of the service station land area or 1,500 square feet, whichever is less. The customer service area shall be used for carry out sales only. No seating areas for customers or food consumption on the premises is permitted.~~ **Off-street parking shall be provided at the rate of five (5) spaces for each 1,000 square feet of retail floor area plus three (3) spaces per service bay.**
- (c) ~~Automotive service stations shall provide delineated off-street parking spaces at the rate of not less than five spaces per 1,000 square feet of enclosed customer service area.~~ **No merchandise shall be stored, displayed, or offered for sale except within an enclosed building or as otherwise specifically authorized by Planning Commission as part of development plan approval.**
- (d) ~~Automotive service stations with automotive service bays shall provide delineated off-street parking spaces at the rate of not less than three nor more than five spaces per service bay. One vehicle may be stored within the service bay resulting in a total of six vehicles per bay. No unenclosed vehicle shall remain for any period exceeding seventy two hours.~~ **Sales merchandise may include convenience items intended for consumption off premises by the motoring public.**
- (e) ~~No hard line merchandise may be stored or sold except in an enclosed building.~~ **A lounge area, which may include the sale of packaged snacks and beverages, may be provided for customers waiting for vehicle repairs; however, there shall be no preparation of food for sale or distribution on the premises.**
(Ord. 2002-62. Passed 7-15-02.)

Section 3. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 132
Page 16

Section 4. That any funds required for the operation of this Ordinance have been appropriated and shall be paid from the General Fund.

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 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 6. 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 in order to provide for the proper development of lots and lands within the City and to enhance economic development within the City. 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.

First reading: July 7, 2014
 Second reading: _____
 Third reading: _____
 Public Hearing: _____

Referred to Planning Commission

July 8, 2014

Approved: Favorable recommendation by PC
07-10-14.

 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. 2014-132 Amended: _____
 1st Rdg. 07-07-14 Ref: PC/PZE
 2nd Rdg. 07-21-14 Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: July 8, 2014
SUBJECT: Referral from Council: Ordinance No. 2014-132

At its regular meeting of July 7, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-132 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1240.08(c)(2), AND AMENDING VARIOUS SUBSECTIONS OF 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, REGARDING AUTOMOTIVE USES IN GENERAL BUSINESS DISTRICTS AND MOTORIST SERVICE DISTRICTS, AND DECLARING AN EMERGENCY. First reading 07-07-14.

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

AKP
Attachments

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 11, 2014

RECEIVED
JUL 11 2014
CITY OF STRONGSVILLE
CITY COUNCIL

Please be advised that at its meeting of July 10, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2014-132

An Ordinance Amending Section 1240.08(c)(2), and Amending Various Subsections of 1258.03, 1258.05, 1258.11, 1258.13 and 1258.14 of Title Six of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, regarding Automotive Uses in General Business Districts and Motorist Service Districts, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 085

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 PEARL ROAD (PART OF PPN 393-31-009 AND ALL OF PPN 393-31-010) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) 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 properties located on Pearl Road (part of PPN 393-31-009 and all of PPN 393-31-010) from GB (General Business) classification to MS (Motorist Service) classification, which properties are more fully described in Exhibit A, and depicted in Exhibits B-1 and B-2, 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: May 5, 2014 Referred to Planning Commission

Second reading: _____ May 6, 2014

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 085
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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. 2014-085 Amended: _____
1st Rdg. 05-05-14 Ref: PC/P2E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____
Tabled by PC 5/22/14

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

Consolidated Parcel "C"

DGB 4174-LSC

April, 2014

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Split Parcel "B", as shown by the Map of Survey and Lot Split recorded in Volume 371, Page 39 of Cuyahoga County Map Records, and part of Sublot 3 in Sunrise Development Co's. Pearl Road Subdivision, as shown by the plat recorded in Volume 229, Page 23 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot 57, and bounded and described as follows:

Beginning at an iron monument found at an angle point in the centerline of Pearl Road (U.S. 42), 90 feet wide and variable, said angle point being distant southerly along said centerline of Pearl Road approximately 460 feet from its intersection with the centerline of Lunn Road;

Thence South 0 degrees 11 minutes 15 seconds West along the centerline of Pearl Road, 1758.07 feet to a point;

Thence South 89 degrees 39 minutes 35 seconds West, 45.00 feet to a drill hole set in the westerly line of Pearl Road at its intersection with the southerly line of Split Parcel "A" as shown by said Map of Survey and Lot Split, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 11 minutes 15 seconds West along the westerly line of Pearl Road, 165.12 feet to a capped iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of Sublot 4 in Pearl Road Subdivision No. 2 as shown by the recorded plat in Volume 229, Page 105 of Cuyahoga County Map Records;

Thence South 89 degrees 39 minutes 35 seconds West along the northerly line of said Sublot 4, 228.00 feet to a nail found at an angle point, therein;

Thence North 0 degrees 11 minutes 15 seconds East along the northerly line of said Sublot 4, 25.00 feet to a capped iron pin found (D.G. Bohning Assoc.) at an angle point, therein;

Thence South 89 degrees 39 minutes 35 seconds West along the northerly line of said Sublot 4, 136.00 feet to an iron pin set;

Thence North 0 degrees 11 minutes 15 seconds East, 140.12 feet to a drill hole set in the southerly line of said Split Parcel "A";

Thence North 89 degrees 39 minutes 35 seconds East along the southerly line of said Split Parcel "A", 364.00 feet to the principal place of beginning, and containing 56,701 square feet or 1.3017 acres of land, according to the survey by Donald G. Bohning & Associates, Inc. dated April, 2014.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Kenneth L. Bohning
Registered Surveyor No. 6720

m:\adcadd\p\4174\documents\legal descriptions\2014\consolidated parcel c legal 4-7-14.doc

EXHIBIT A

PETITION FOR ZONING CHANGE

Ordinance Number: 2014-085

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 GB use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: PARCEL IS SITUATED IN BUSINESS AREA WITH FRONTAGE OFF REAR ROAD

DUE TO NATURAL AND SHAPE OF LOT REZONING TO (MS) WILL ALLOW FOR INCREASED PROPERTY MARKETABILITY AND USE.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: LOCATED ON REAR ROAD BUSINESS SECTION

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

1. _____
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: AUTO SPECIALIST CAR CARE

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

Name: TIMOTHY J. DEAN

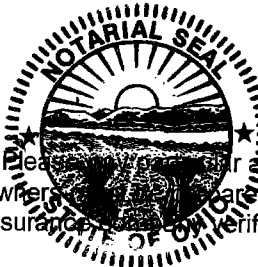
Address: 13000 DUNN Pkwy., STRONGSVILLE, OHIO 44149

Telephone Number: 440-846-2108

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 21 day of April, 2014.



CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES

Christopher M. Byrnes
Notary Public
My Commission Expires: August 10, 2016

* Please draw your attention to the details in item number 4 on page one. The certified list of property owners is insured by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

MILOR KNOWLTON, LLC

PROPERTY DESCRIPTION FORM

Ordinance Number: 2014-085

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: 16160 PEAK RDM

Permanent Parcel No.: PPN # 393-31-009 (PORTION OF PROPERTY)

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) SOUTH OF KNOWLTON PARKWAY

Number and type of buildings which now occupy property (if any): CURRENTLY 9,000 SF, VACANT BUILDING FORMERLY OCCUPIED BY METHUEN.

Acreage: .4375 SQ FT PARCEL "B2"

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. MILOR KNOWLTON, LLC	100%
2.	%
3.	%

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 21 day of August, 2014.

Christopher M. Byrnes
Notary Public



CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES AUGUST 10, 2016
commission expires August 10, 2016

* Please pay particular attention to the details in item number 4 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.

EYESMAN PROPERTIES, LLC

PETITION FOR ZONING CHANGE

Ordinance Number: 2014-085

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 CB use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: PARCEL 393-31-010 FRONTS PEARL ROW, SITUATED NORTH OF MAINE'S

GREEN STONE. DUE TO NATURAL SIZE AND DEPTH OF LOT. REZONING TO (MS) WILL ALLOW FOR BEST USE OF PROPERTY.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: LOOKS ON PEARL ROW IN BUSINESS SECTION.

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

- 1.
2.
3.

THE PROPOSED USE OF THE PROPERTY IS: AUTO SPECIALIST

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

Name: TIMOTHY J. DEAN

Address: 13000 DANIEL AVE., STRONGSVILLE, OHIO 44149

Telephone Number: 440-846-2108

Signature of Owner(s) [Handwritten Signature]

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 21 day of APRIL, 2014.

[Handwritten Signature] Notary Public



CHRISTOPHER M BYRNES My commission expires: August 10, 2016
NOTARY PUBLIC - OHIO
AUGUST 10, 2016

Regular attention to the details in item number 4 on page one. The certified list of property owners should be prepared by a title insurance company. Please provide a cover letter from the title company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2014-085

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: PEARL ROAD

Permanent Parcel No.: 393-31-010

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) SOUTH OF KNOWLTON PARKWAY

Number and type of buildings which now occupy property (if any): VACANT LAND

Acreage: .9642

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>EYESMAN PROPERTIES, LLC</u>	<u>100%</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 21 day of APRIL, 2014.

[Signature]
Notary Public



CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
AUGUST 10, 2016

My commission expires August 10, 2016

* Please pay particular attention to the details in item number 4 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.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Clerk of Council

DATE: May 6, 2014

SUBJECT: Referral from Council: Ordinance No. 2014-085

At its regular meeting of May 5, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-085 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 PEARL ROAD (PART OF PPN 393-31-009 and ALL OF PPN 393-31-010) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Milor Knowlton, LLC, Owner [Tim Dean, Agent]; and Eyesman Properties, Owner [Tim Dean, Agent]. Proposed rezoning for possible auto specialist car care). First reading and referred to Planning Commission 05-05-14.

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

AKP
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 23, 2014

Please be advised that at its meeting of May 22, 2014 the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2014-085

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 Pearl Road (Part of PPN 393-31-009 and all of PPN 393-31-010) in the City of Strongsville from GB (General Business) classification to MS (Motorist Service) classification.

Also at that meeting Planning Commission gave favorable recommendation to the following;

FLORENCE S. VENTRESKA/ Gino Ventresca, Agent

- a) Deviation to permit a subdivision without sanitary sewers at 22226 Boston Road, PPN 394-18-001 zoned R1-75, pursuant to Codified Ordinance Section 1228.01(i).
- b) Subdivision of PPN 394-18-004 property located at 22226 Boston Road zoned R1-75.

This approval is subject to an easement for the septic system.

MEMORANDUM

TO: Amie Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: June 6, 2014

Please be advised that at its meeting of June 5, 2014 the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2014-085

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 Pearl Road (Part of PPN 393-31-009 and all of PPN 393-31-010) in the City of Strongsville from GB (General Business) classification to MS (Motorist Service) classification.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 134

By: Mr. Dooner

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.

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

Section 1: That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

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 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 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 immediate certification is necessary to preserve public funds. 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
 ORD. No. 2014-134 Amended: _____
 1st Rdg. 07-07-14 Ref: Finance
 2nd Rdg. 07-21-14 Ref: Finance
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS
391-10-018	GRACE J PASQUALE	8669 FAIR ROAD	150.00	15.00	165.00
391-15-106	WILLIAM KEATON	21874 LITTLE BROOK WAY	1,600.00	160.00	1,760.00
391-21-041	BENEFICIAL FINANCIAL INC	20187 HOMESTEAD PARK DRIVE	150.00	15.00	165.00
391-29-003	17023 LIMITED PARTNERSHIP	19162 ALBION ROAD	2,500.00	250.00	2,750.00
391-29-030	19160 LIMITED PARTNERSHIP	19160 ALBION ROAD	2,500.00	250.00	2,750.00
TOTAL BOOK 391 (5 detail records)			6,900.00	690.00	7,590.00
392-11-099	KEITH MILLER	12421 COOPERS RUN	150.00	15.00	165.00
392-17-068	MICHAEL & MARIAM MORGAN	11386 CRAIG	450.00	45.00	495.00
392-35-035	EVERBANK	19707 WESTWOOD DRIVE	150.00	15.00	165.00
TOTAL BOOK 392 (3 detail records)			750.00	75.00	825.00
393-28-103	MICHAEL WEBBER	16273 PROSPECT ROAD	150.00	15.00	165.00
TOTAL BOOK 393 (1 detail records)			150.00	15.00	165.00
395-06-061	DOUGLAS HENDERSON	17951 STRONGSVILLE BLVD	150.00	15.00	165.00
395-28-075	DIANE KURZ	15377 HIGHLAND PARK	1,050.00	105.00	1,155.00
TOTAL BOOK 395 (2 detail records)			1,200.00	120.00	1,320.00
396-03-018	UNITED STATES OF AMERICA	12410 WOODBRIAR DRIVE	150.00	15.00	165.00
TOTAL BOOK 396 (1 detail record)			150.00	15.00	165.00
397-01-064	RALPH & BARBERA FULLER	18274 MALLARD CIRCLE	1,000.00	100.00	1,100.00
397-02-025	CATHY L LEHNER	18266 RACCOON TRAIL	1,000.00	100.00	1,100.00
397-13-054	A CUCUZZA	17000 PHEASANT TRAIL	150.00	15.00	165.00
397-14-037	VILLA PORT LLC	19122 QUAIL HOLLOW	450.00	45.00	495.00
397-15-110	NATIONSTAR MORTGAGE	16295 LANIER AVE	150.00	15.00	165.00
397-19-004	B & B MATHOSLAH	17361 DRAKE RD	314.02	31.40	345.42
397-22-036	HENRY F KOZIK	16537 N WHITE OAK	2,000.00	200.00	2,200.00



PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS
397-24-075	REGINA & MILTON CONNOR	16084 ACACIA DR	150.00	15.00	165.00
397-28-055	MILTON & SAUNDRA RANDALL	19390 RIDGE LINE CT	150.00	15.00	165.00
397-29-038	BANK OF NY MELLON TRUST	16696 BEECH CIRCLE	150.00	15.00	165.00
397-32-042	MICHAEL MOHRHOFF & SONYA ORAHOSKE	16419 CURRIER DR	150.00	15.00	165.00
TOTAL BOOK 397 (11 detail records)			5,664.02	566.40	6,230.42
399-04-020	DONALD E HELMS	HOWE ROAD	2,625.00	262.50	2,887.50
399-27-161	FEDERAL HOME LOAN MORTGAGE CORP	14246 BOSTON ROAD	150.00	15.00	165.00
399-33-020	MARGARET PIMM	19583 HUNT ROAD	150.00	15.00	165.00
399-33-072	KEVIN W RUMES	13480 BOSTON ROAD	150.00	15.00	165.00
TOTAL BOOK 399 (4 detail records)			3,075.00	307.50	3,382.50
TOTAL ALL BOOKS			17,889.02	1,788.90	19,677.92

TOTAL PARCELS 27

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 - 134

By: Mr. Dooner

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY, AS AMENDED.

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

Section 1: That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

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 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 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 immediate certification is necessary to preserve public funds. 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
ORD. No. 2014-134 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS
391-10-018	GRACE J PASQUALE	8669 FAIR ROAD	150.00	15.00	165.00
391-29-003	17023 LIMITED PARTNERSHIP	19162 ALBION ROAD	2,500.00	250.00	2,750.00
391-29-030	19160 LIMITED PARTNERSHIP	19160 ALBION ROAD	2,500.00	250.00	2,750.00
		TOTAL BOOK 391 (4 detail records)	5,300.00	530.00	5,830.00
392-35-035	EVERBANK	19707 WESTWOOD DRIVE	150.00	15.00	165.00
		TOTAL BOOK 392 (1 detail records)	150.00	15.00	165.00
393-28-103	MICHAEL WEBBER	16273 PROSPECT ROAD	150.00	15.00	165.00
		TOTAL BOOK 393 (1 detail records)	150.00	15.00	165.00
395-06-061	DOUGLAS HENDERSON	17951 STRONGSVILLE BLVD	150.00	15.00	165.00
395-16-004	ST KRUK REAL ESTATE	9175 PEARL ROAD	150.00	15.00	165.00
395-28-075	DIANE KURZ	15377 HIGHLAND PARK	900.00	90.00	990.00
		TOTAL BOOK 395 (3 detail records)	1,200.00	120.00	1,320.00
396-20-017	GIRISH & PRATIMA SHAH	17973 RESTING MEADOWS	150.00	15.00	165.00
		TOTAL BOOK 396 (1 detail records)	150.00	15.00	165.00
397-02-025	CATHY L LEHNER	18266 RACCOON TRAIL	1,000.00	100.00	1,100.00
397-13-054	BANK OF NY MELLON TRUST	17000 PHEASANT TRAIL	150.00	15.00	165.00
397-14-037	VILLA PORT LLC	19122 QUAIL HOLLOW	300.00	30.00	330.00
397-15-110	NATIONSTAR MORTGAGE	16295 LANIER AVE	300.00	30.00	330.00
397-19-004	B & B MATHOSLAH	17361 DRAKE RD	464.02	46.40	510.42
397-20-081	MICHELLE MAHON	17577 FAIRFAX LANE	150.00	15.00	165.00
397-24-075	REGINA & MILTON CONNOR	16084 ACACIA DR	450.00	45.00	495.00
397-28-055	MILTON & SAUNDRA RANDALL	19390 RIDGE LINE CT	300.00	30.00	330.00
397-29-038	BANK OF NY MELLON TRUST	16696 BEECH CIRCLE	150.00	15.00	165.00
397-32-042	MICHAEL MOHRHOFF & SONYA ORAHOSKE	16419 CURRIER DR	150.00	15.00	165.00

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS	
			TOTAL BOOK 397 (10 detail records)	3,414.02	341.40	3,755.42
398-01-011	KEVIN & PENNY LITCHFIELD	14687 SPRAGUE ROAD	150.00	15.00	165.00	
398-24-029	PAULINE MCKENZIE	12199 BLAZEY TRAIL	1,350.00	135.00	1,485.00	
398-27-035	ANGELA & FRANK SOLTIS	13632 RUTH DRIVE	150.00	15.00	165.00	
398-27-048	NATIONSTAR MORTGAGE	12570 W 130TH STREET	150.00	15.00	165.00	
			TOTAL BOOK 398 (4 detail records)	1,800.00	180.00	1,980.00
399-04-020	DONALD E HELMS	14701 MILL HOLLOW	2,625.00	262.50	2,887.50	
399-27-161	FEDERAL HOME LOAN MORTGAGE CORP	14246 BOSTON ROAD	150.00	15.00	165.00	
399-29-038	FAIK S TASAN	19041 HUNTERS POINTE	150.00	15.00	165.00	
399-33-020	MARGARET PIMM	19583 HUNT ROAD	150.00	15.00	165.00	
399-33-072	KEVIN W RUMES	13480 BOSTON ROAD	300.00	30.00	330.00	
			TOTAL BOOK 399 (5 detail records)	3,375.00	337.50	3,712.50
			TOTAL ALL BOOKS	15,539.02	1,553.90	17,092.92

TOTAL PARCELS 29

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014- 151

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$650,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF REFUNDING ALL OF THE CITY'S OUTSTANDING LIBRARY IMPROVEMENT BONDS, DATED AS OF NOVEMBER 1, 2001 AND MATURING AFTER DECEMBER 1, 2011, WHICH WERE ISSUED FOR THE PURPOSE OF CONSTRUCTING, FURNISHING AND EQUIPPING A NEW PUBLIC LIBRARY BUILDING AND IMPROVING ACCESS THERETO AND THE SITE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, at an election held on November 7, 2000, on the question of issuing bonds of the City in the aggregate principal amount of \$7,193,000 for the purpose of constructing, furnishing and equipping a new public library building and improving access thereto and the site thereof, and of levying taxes outside the ten-mill limitation provided by law to pay the debt charges on those bonds and any anticipatory securities, the requisite majority of those voting on the question voted in favor of it, and that improvement has been completed by the City and is being operated as a free public library by Cuyahoga County Public Library, Ohio; and

WHEREAS, pursuant to Ordinance No. 2001-117, passed October 1, 2001 (the Original Bond Legislation), the City issued its Library Improvement Bonds, dated as of November 1, 2001 (the Library Bonds), for that purpose; and

WHEREAS, pursuant to Ordinance No. 2011-132, passed September 19, 2011, a \$2,600,000 note in anticipation of bonds, dated October 27, 2011 and maturing on October 25, 2012 (the "2011 Note"), was issued to provide funds sufficient to refund the Library Bonds maturing after December 1, 2011; and

WHEREAS, pursuant to Ordinance No. 2012-156, passed September 17, 2012, a \$1,950,000 note in anticipation of bonds, dated October 24, 2012 and maturing on October 23, 2013 (the 2012 Note), was issued to provide funds sufficient, together with other funds available to the City, to retire the 2011 Note; and

WHEREAS, pursuant to Ordinance No. 2013-185, passed September 16, 2013, a \$1,300,000 note in anticipation of bonds, dated October 22, 2013 and maturing on October 21, 2014 (the Outstanding Note) was issued to provide funds sufficient, together with other funds available to the City, to retire the 2012 Note; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Note with the proceeds of the notes described in Section 3 and other funds available to the City; 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 the improvement described in Section 1 is

at least five years, the estimated maximum maturity of the bonds described in Section 1 is at least December 1, 2020, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is at least December 1, 2020;

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$650,000 (the Bonds) for the purpose of paying costs of refunding all of the City's outstanding Library Improvement Bonds, dated as of November 1, 2001 and maturing after December 1, 2011 (the Refunded Bonds), which were issued for the purpose of constructing, furnishing and equipping a new public library building and improving access thereto and the site thereof.

Section 2. The Bonds shall be dated approximately October 1, 2015, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2015, until the principal amount is paid, and are estimated to mature in five annual principal installments that are substantially equal. The first principal installment is estimated to be made on December 1, 2016.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$650,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Note. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that the entire principal amount may be represented by a single note. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully

registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance 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. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“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 beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes 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 Notes 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 beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes 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 Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, 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, are each 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 hereby authorized to offer all or part of the Notes at par and any accrued interest to the Treasury Investment Board of the City for investment under Section 731.56 of the Revised Code in accordance with law and the provisions of this ordinance if, as a result of the conditions then existing in the financial markets and other investment opportunities available to the City, the Director of Finance determines it is in the best financial interest of the City in lieu of the private sale authorized in the preceding paragraph.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds received by the City representing premium and 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 Notes is authorized and approved.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be unlimited as to amount or rate, 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 Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes 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 Notes to be and remain excluded from gross income for federal income tax purposes, (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 Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (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 City hereby represents that the Outstanding Notes (the Refunded Obligations) were designated or treated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligations from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes equal to the face amount thereof as "qualified tax-exempt obligations" and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. The amount of the Notes (such amount being based on the issue price of the Notes as determined under the Code), if any, in excess of the face amount thereof are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If there is such excess, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations that are private activity bonds as defined in Section 141 of the Code (other than private activity bonds that are "qualified 501(c)(3) bonds," as defined in Section 145 of the Code) and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of such refunding obligations does not exceed the outstanding amount of the obligations that they refund) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as "qualified tax-exempt obligations". Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City

further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes 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 Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (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 Notes 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 Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (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 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes 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 Notes 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 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. 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. 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 Notes, which is necessary to enable the City to timely retire the Outstanding Note and thereby preserve its credit; 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. 2014-151 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

FISCAL OFFICER'S CERTIFICATE
(Library Project)

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 notes in the aggregate principal amount of \$650,000 (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of refunding all of the City's outstanding Library Improvement Bonds, dated as of November 1, 2001 and maturing after December 1, 2011 (the Refunded Bonds), which were issued for the purpose of constructing, furnishing and equipping a new public library building and improving access thereto and the site thereof (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Sections 133.20 and 133.34(A)(3) of the Revised Code, is at least December 1, 2020, which is the final maturity date of the Refunded Bonds.
3. The maximum maturity of the Notes is at least December 1, 2020.

Dated: September 2, 2014



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014- 152

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a street improvement program and has determined to finance that program through the issuance of general obligation debt as described below, with the expectation that the debt charges thereon would be paid annually from various sources available to the City, including, but not limited to, portions of the estate tax, motor vehicle registration fees and any lawfully available moneys in the TIF Funds (as defined in Ordinance 2009-215 passed November 2, 2009); and

WHEREAS, pursuant to Ordinance No. 2013-182, passed September 16, 2013, a \$2,200,000 note in anticipation of bonds, dated October 22, 2013 (the Outstanding Note), was issued for the aforesaid program and purpose as stated in Section 1 as part of a consolidated issue pursuant to Section 133.30(B) of the Revised Code in the aggregate principal amount of \$3,800,000 maturing on October 21, 2014; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Note with the proceeds of the notes described in Section 3 and other funds available to the City; 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 the improvement described in Section 1 is at least five years, the estimated maximum maturity of the bonds described in Section 1 is at least fifteen years, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is November 3, 2030;

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$1,000,000 (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same.

Section 2. The Bonds shall be dated approximately October 1, 2015, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2015, until the principal amount is paid, and are estimated to mature in fifteen annual principal installments that are substantially equal. The first principal installment is estimated to be made on December 1, 2016.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds of the City, the Outstanding Note. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that no such denomination shall be less than \$100,000 and provided further that the entire principal amount may be represented by a single note. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance 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. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is

the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“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 beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes 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 Notes 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 beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes 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 Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true

transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, 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, are each 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 Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. 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 Notes or the Bonds when and as the same fall due. In each year to the extent moneys are available from the estate tax, motor vehicle registration fees and the TIF Funds and appropriated for the payment of the debt charges on the Notes or the Bonds, the amount of that tax shall be reduced by the amount of such moneys so available or appropriated. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes 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 Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2014- 152

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adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (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 City hereby represents that the Outstanding Notes (the Refunded Obligations) were designated or treated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligations from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes equal to the face amount thereof as "qualified tax-exempt obligations" and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. The amount of the Notes (such amount being based on the issue price of the Notes as determined under the Code), if any, in excess of the face amount thereof are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If there is such excess, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations that are private activity bonds as defined in Section 141 of the Code (other than private activity bonds that are "qualified 501(c)(3) bonds," as defined in Section 145 of the Code) and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of such refunding obligations does not exceed the outstanding amount of the obligations that they refund) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as "qualified tax-exempt obligations". Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes 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 Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (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 Notes 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 Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (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 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes 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 Notes 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 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. 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. 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 Notes, which is necessary to enable the City to timely retire the Outstanding Note and thereby preserve its credit; 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. 2014-152 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____


**FISCAL OFFICER'S CERTIFICATE
(2010 Street Improvement)**

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 \$1,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is November 3, 2030, which is twenty years from the date of the original note issued for the improvement.

Dated: September 2, 2014



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014- 153

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,300,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2013 STREET PROGRAM), AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a street improvement program and has determined to finance that program through the issuance of general obligation debt as described below, with the expectation that the debt charges thereon would be paid annually from various sources available to the City, including, but not limited to, portions of the estate tax, motor vehicle registration fees and any lawfully available moneys in the TIF Funds (as defined in Ordinance 2009-215 passed November 2, 2009); and

WHEREAS, pursuant to Ordinance No. 2013-183, passed September 16, 2013, a \$1,300,000 note in anticipation of bonds, dated October 22, 2013 (the Outstanding Note), was issued for the aforesaid program and purpose as stated in Section 1 as part of a consolidated issue pursuant to Section 133.30(B) of the Revised Code in the aggregate principal amount of \$3,800,000 maturing on October 21, 2014; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Note with the proceeds of the notes described in Section 3; 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 the improvement described in Section 1 is at least five years, the estimated maximum maturity of the bonds described in Section 1 is at least fifteen years, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is October 22, 2033;

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$1,300,000 (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2013 Street Program).

Section 2. The Bonds shall be dated approximately October 1, 2015, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2015, until the principal amount is paid, and are estimated to mature in fifteen annual principal installments that are substantially equal. The first principal installment is estimated to be made on December 1, 2016.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,300,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Note. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that no such denomination shall be less than \$100,000 and provided further that the entire principal amount may be represented by a single note. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance 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. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“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 beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes 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 Notes 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 beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes 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 Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, 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, are each 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 Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. 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 Notes or the Bonds when and as the same fall due. In each year to the extent moneys are available from the estate tax, motor vehicle registration fees and the TIF Funds and appropriated for the payment of the debt charges on the Notes or the Bonds, the amount of that tax shall be reduced by the amount of such moneys so available or appropriated. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes 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 Notes to be and remain excluded from gross income for federal income tax purposes, (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 Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (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 City hereby represents that the Outstanding Notes (the Refunded Obligations) were designated or treated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligations from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes equal to the face amount thereof as "qualified tax-exempt obligations" and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. The amount of the Notes (such amount being based on the issue price of the Notes as determined under the Code), if any, in excess of the face amount thereof are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If there is such excess, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations that are private activity bonds as defined in Section 141 of the Code (other than private activity bonds that are "qualified 501(c)(3) bonds," as defined in Section 145 of the Code) and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of such refunding obligations does not exceed the outstanding amount of the obligations that they refund) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as "qualified tax-exempt obligations". Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes 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 Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (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 Notes 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 Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (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 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes 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 Notes 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 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. 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. 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 Notes, which is necessary to enable the City to timely retire the Outstanding Note and thereby preserve its credit; 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. 2014-153 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

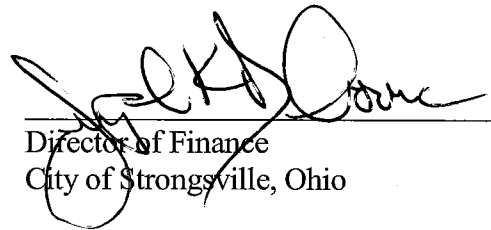
FISCAL OFFICER'S CERTIFICATE
(2013 Street Improvement)

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 \$1,300,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (the 2013 Street Program) (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is October 22, 2033, which is twenty years from the date of the original note issued for the improvement.

Dated: September 2, 2014



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO
 ORDINANCE NO. 2014 - 154
 BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2014 AND REPEALING ORDINANCE NUMBER 2014-133.

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

		<u>General Fund - 101</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 14,156,500	\$ 7,578,500	\$ 15,592,800	\$ 37,327,800

		<u>Special Revenue Funds - 200</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	203 Police Pension	\$ 1,238,200	\$ -	\$ -	\$ 1,238,200
	204 Street Construction & Maintenance	5,101,100	5,357,956	-	10,459,056
	205 State Highway Maintenance	-	160,000	-	160,000
	206 Motor Vehicle License Tax	-	300,000	-	300,000
	207 Emergency Vehicle Fund	-	1,194,150	-	1,194,150
	208 Fire Levy	6,704,400	866,300	-	7,570,700
	209 Fire Pension	1,272,700	-	-	1,272,700
	211 Clerk of Court	-	35,000	-	35,000
	212 Drainage Levy	-	393,000	400,000	793,000
	214 Multi-Purpose Complex	2,907,000	1,973,300	-	4,880,300
	215 Southwest General Hospital	-	334,902	-	334,902
	216 Law Enforcement Federal Seizures	-	36,000	-	36,000
	217 Law Enforcement State Seizures	-	2,000	-	2,000
	218 Law Enforcement Drug Fine	-	400	-	400
	219 Law Enforcement DW/DUI	-	10,000	-	10,000
	220 Tree Fund	-	125,000	-	125,000
	222 Community Diversion	10,200	3,000	-	13,200
	224 Earned Benefits	400,000	-	-	400,000
	200 Total Special Revenue Funds	\$ 17,633,600	\$ 10,791,008	\$ 400,000	\$ 28,824,608

		<u>Debt Service Funds - 300</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	331 General Bond Retirement	\$ -	\$ 15,179,334	\$ -	\$ 15,179,334
	333 Pearl Road TIF # 1 Fund	-	3,752,992	500,000	4,252,992
	334 Royalton Road TIF Fund	-	166,875	-	166,875
	335 Pearl Road TIF # 2 Fund	-	700	-	700
	300 Total Debt Service Funds	\$ -	\$ 19,099,901	\$ 500,000	\$ 19,599,901

		<u>Capital Improvement Capital Project Funds - 400</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	441 Recreation Capital Improvement	\$ -	\$ 441,800	\$ -	\$ 441,800
	442 General Capital Improvement	-	9,652,207	-	9,652,207
	444 Pearl Road Capital Improvement	-	6,269,552	2,000,000	8,269,552
	400 Total Capital Project Funds	\$ -	\$ 16,363,559	\$ 2,000,000	\$ 18,363,559

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,257,500	\$ 6,804,884	\$ -	\$ 8,062,384

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 315,100	\$ -	\$ 315,100
Grand Total All Funds		\$ 33,047,600	\$ 60,952,952	\$ 18,492,800	\$ 112,493,352

Itemized list of Transfers and Advances by Fund		Amount
Description		
General Fund to Street Construction Fund		\$ 4,000,000
General Fund to Fire Levy Fund		3,265,000
General Fund to Multi-Complex Fund		1,420,000
General Fund to Police Pension Fund		780,000
General Fund to Fire Pension Fund		900,000
General Fund to Earned Benefits Fund		400,000
General Fund to Debt Service Fund		127,800
General Fund to General Capital Improvement Fund		3,200,000
Total Transfers		\$ 14,092,800
General Fund to Pearl Road Capital Improvement Fund		\$ 1,000,000
General Fund to Pearl Road TIF #1		\$ 500,000
Drainage Levy to General Fund		400,000
Pearl Road TIF #1 to General Fund		500,000
Pearl Road Capital Improvement Fund Phase II to General Fund		2,000,000
Total Advances and Advance Repayments		\$ 4,400,000
Total Transfers, Advances and Advance Repayments		\$ 18,492,800

Section 2: That all expenditures within the fiscal year ending December 31, 2014 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

 President of Council

Approved: _____
 Mayor

 Date Passed

 Date Approved

Attest: _____
 Clerk of Council

Carbone	<u>Yea</u>	<u>Nay</u>	ORD. No <u>2014-154</u>	Amended: _____
Daymut	_____	_____	1st Rdg. _____	Ref: _____
DeMio	_____	_____	2nd Rdg. _____	Ref: _____
Dooner	_____	_____	3rd Rdg. _____	Ref: _____
Maloney	_____	_____	_____	_____
Schonhut	_____	_____	_____	_____
Southworth	_____	_____	_____	_____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept. #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 319,800	\$ 47,000	\$ -	\$ 366,800
011411	Mayors Office	316,500	15,300	-	331,800
015412	Police Department	8,368,500	992,000	-	9,360,500
015412	Street Lighting	-	375,000	-	375,000
011413	Human Resources	209,700	93,200	-	302,900
011414	Finance Department	516,700	23,400	-	540,100
011415	Legal Department	431,400	183,800	-	615,200
011416	Communication & Technology	619,600	924,500	-	1,544,100
011417	Building Department	915,400	175,700	-	1,091,100
011418	Mayors Court	107,100	79,900	-	187,000
011420	Rubbish Department	-	2,309,500	-	2,309,500
011421	Cemetery Department	106,900	12,200	-	119,100
011421	County Board of Health	-	175,500	-	175,500
011422	Architectural Board of Review	-	6,000	-	6,000
011423	Planning Commission	98,200	72,700	-	170,900
011424	Civil Service	-	25,000	-	25,000
011425	Board of Appeals	-	10,500	-	10,500
011428	Parks Department	96,600	180,400	-	277,000
011430	General Miscellaneous	-	1,414,200	-	1,414,200
011435	Economic Development	134,200	144,600	-	278,800
015414	Corrections Officers	544,600	128,400	-	673,000
015413	Joint Dispatch Center	1,228,200	182,200	-	1,410,400
011452	Public Safety	143,100	7,500	-	150,600
011468	Non Government Transfers	-	-	15,592,800	15,592,800
Total General Fund		\$ 14,156,500	\$ 7,578,500	\$ 15,592,800	\$ 37,327,800
031000	Police Pension	1,238,200	-	-	1,238,200
046419	Street Repairs	4,201,900	2,887,700	-	7,089,600
046426	Traffic Signal Maintenance	212,700	246,800	-	459,500
046427	Snow Removal	-	1,385,956	-	1,385,956
046433	Municipal Garage	686,500	837,500	-	1,524,000
056000	State Highway Maintenance	-	160,000	-	160,000
066000	Motor Vehicle License Tax	-	300,000	-	300,000
075000	Emergency Vehicle Fund	-	1,194,150	-	1,194,150
085000	Fire Levy	6,704,400	644,900	-	7,349,300
085001	Fire Station Ward 1	-	47,900	-	47,900
085002	Fire Station Ward 2	-	38,600	-	38,600
085003	Fire Station Ward 3	-	39,700	-	39,700
085004	Fire Station Ward 4	-	95,200	-	95,200
095000	Fire Pension	1,272,700	-	-	1,272,700
111000	Clerk of Court	-	35,000	-	35,000
121000	Drainage Levy	-	393,000	400,000	793,000
143304	Sports Programs	256,500	168,600	-	425,100
143305	Recreation Administration	432,700	626,900	-	1,059,600
143306	Fitness	393,400	134,900	-	528,300
143309	Ice Rink	-	282,500	-	282,500
143310	Aquatics	592,700	161,300	-	754,000
143311	Recreation Programs	209,500	32,800	-	242,300
143430	Special Events	-	17,100	-	17,100
143431	Old Town Hall	9,900	12,300	-	22,200
143439	Senior Services	523,100	319,000	-	842,100
143451	Recreation Maintenance	489,200	168,000	-	657,200
143500	Program Refunds	-	49,900	-	49,900
152000	Southwest General Hospital	-	334,902	-	334,902
165000	Law Enforcement Federal Seizures	-	36,000	-	36,000
175000	Law Enforcement State Seizures	-	2,000	-	2,000
185000	Law Enforcement Drug Fine	-	400	-	400
195000	Law Enforcement DWI/DUI	-	10,000	-	10,000
204000	Tree Maintenance	-	125,000	-	125,000
225000	Community Diversion	10,200	3,000	-	13,200
224000	Earned Benefits	400,000	-	-	400,000
Total Special Revenue Funds		\$ 17,633,600	\$ 10,791,008	\$ 400,000	\$ 28,824,608

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept. #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	15,179,334	-	15,179,334
333000	Pearl Road TIF # 1	-	3,752,992	500,000	4,252,992
334000	Royalton Road TIF	-	166,875	-	166,875
335000	Pearl Road TIF # 2	-	700	-	700
	Total Debt Service	\$ -	\$ 19,099,901	\$ 500,000	\$ 19,599,901
413000	Recreation Capital Improvement	-	441,800	-	441,800
421000	General Capital Improvement	-	9,652,207	-	9,652,207
446200	Pearl Road Capital Improvement Phase II	-	6,269,552	2,000,000	8,269,552
	Total Capital Projects	\$ -	\$ 16,363,559	\$ 2,000,000	\$ 18,363,559
512501	Engineering and Administration	611,800	949,000	-	1,560,800
512502	Plant Expenditures	-	2,190,700	-	2,190,700
512503	Line Expenditures	645,700	963,500	-	1,609,200
512504	Sewer Capital Improvements	-	2,160,000	-	2,160,000
512505	Sewer Debt Payments	-	541,684	-	541,684
	Total Sanitary Sewer	\$ 1,257,500	\$ 6,804,884	\$ -	\$ 8,062,384
664000	Workers Compensation	-	315,100	-	315,100
	GRAND TOTAL	\$ 33,047,600	\$ 60,952,952	\$ 18,492,800	\$ 112,493,352

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 155

By: Mayor Perciak and Mr. Dooner

AN ORDINANCE AMENDING SECTIONS 880.02 AND 880.37 OF CHAPTER 880 INCOME TAX OF TITLE FOUR OF PART EIGHT OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ADD A DEFINITION AND CLARIFY ADOPTION OF CERTAIN RULES AND REGULATIONS OF THE REGIONAL INCOME TAX AGENCY (R.I.T.A.), AND DECLARING AN EMERGENCY.

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

Section 1. That Section 880.02 of Chapter 880 of Title Four of Part Eight of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

**CHAPTER 880
Income Tax**

880.01	Purpose of levy of income tax.
880.02	Definitions.
880.03	Rate and income taxable.
880.04	Effective period.
880.05	Method of determination of allocation of tax.
880.06	Sales made in the City.
880.07	Total allocation.
880.08	Rentals.
880.09	Operating loss-carry forward.
880.10	Sources of income not taxed.
880.11	When return required to be made.
880.12	Form and content of return.
880.13	Extension of time for filing returns.
880.14	Consolidated returns.
880.15	Amended returns.
880.16	Payment of tax on filing of return.
880.17	Collection at source.
880.18	Declarations of income not collected at source.
880.19	Filing of declaration.
880.20	Form of declaration.
880.21	Payment to accompany declaration.
880.22	Annual return.
880.23	Interest on unpaid tax.
880.24	Penalties on unpaid tax.
880.25	Exceptions.

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- 880.26 Abatement of interest and penalty.
- 880.27 Violations.
- 880.28 Failure to procure forms not excuse.
- 880.29 Unpaid taxes recoverable as other debts.
- 880.30 Refunds of taxes erroneously paid.
- 880.31 Amounts of less than one dollar.
- 880.32 Tax credit.
- 880.33 Claim for credit.
- 880.34 Disbursement of funds collected.
- 880.35 Duty to receive tax imposed.
- 880.36 Duty to enforce collection.
- 880.37 Authority to make and enforce regulations; **adoption of R.I.T.A.'s rules and regulations.**
- 880.38 Authority to arrange installment payments.
- 880.39 Authority to determine amount of tax due.
- 880.40 Authority to make investigations.
- 880.41 Authority to compel productions of records.
- 880.42 Refusal to produce records.
- 880.43 Confidential nature of information obtained.
- 880.44 Taxpayer required to retain records.
- 880.45 Authority to contract for central collection facilities.
- 880.46 Board of Review established.
- 880.47 Duty of Board to approve regulations and hear appeals.
- 880.48 Right of appeal.
- 880.49 Declaration of legislative intent.
- 880.50 Collection of tax after termination of chapter.
- 880.51 Limitation on prosecutions.
- 880.52 Registration.
- 880.53 Authorization to provide notice.
- 880.99 Penalty.

* * *

880.02 DEFINITIONS.

For the purpose of this chapter, the terms, phrases, words and their derivations shall have the meanings given in the next succeeding sections. The singular shall include the plural, and the masculine shall include the feminine and the neuter.

- (a) "Adjusted federal taxable income" means a C corporation's federal taxable income before net operating losses and special deductions as determined under the Internal Revenue Code, but including subsequent adjustments from required additions and deductions as reflected in Ohio Revised Code Section 718.01. Pass-through entities must compute adjusted federal taxable income as if the pass-through entity were a C corporation. This definition does not apply to any taxpayer required to file a return under Ohio Revised Code Section 5745.03 or to the net profit from a sole proprietorship.

CITY OF STRONGSVILLE, OHIO

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- (b) "Administrator" means the individual designated by the Mayor and confirmed by Council to administer and enforce the provisions of the City income tax.
- (c) "Association" means any partnership, limited partnership, or other form of unincorporated enterprise, owned by two or more persons.
- (d) "Board of Review" means the Board created by and constituted as provided in Section 880.46.
- (e) "Business" means any enterprise, activity, profession or undertaking of any nature conducted for profit or ordinarily conducted for profit, whether by an individual, partnership, association, corporation or any other entity, excluding, however, all nonprofit corporations which are exempt from the payment of Federal income tax.
- (f) "City" means the City of Strongsville, Ohio.
- (g) "Corporation" means a corporation or joint stock association organized under the laws of the United States, the State of Ohio or any other state, territory or foreign country or dependency.
- (h) "Employee" means one who works for wages, salary, commission or other type compensation in the service of an employer, as "employee" is defined in the federal Internal Revenue Code.
- (i) "Employer" means an individual, partnership, association, corporation, government body, unit or agency, or any other entity, whether or not organized for profit, who or that employs one or more persons on a salary, wage, commission or other basis of compensation.
- (j) "Fiscal year" means an accounting period of twelve months or less ending on any day other than December 31.
- (k) "Form 2106" means Internal Revenue Service Form 2106 filed by a taxpayer pursuant to the Internal Revenue Code.
- (l) "Generic form" means an electronic or paper form designed for reporting estimated municipal income taxes and/or annual municipal income tax liability and/or requests for refunds, which contain all of the information required on the City's regular tax return, estimated payment forms, and request for refund forms, and are in a similar format that will allow processing of the generic forms without altering the City's procedures for processing forms.
- (m) "Gross receipts" means the total income from any source whatever.
- (n) "Income from a pass-through entity" means partnership income of partners, membership interests of members of a limited liability company, distributive shares of shareholders of an S corporation, or other distributive or proportionate ownership shares of income from other pass-through entities.
- (o) "Intangible income" means income of any of the following types: income yield, interest, capital gains, dividends, or other income arising from the ownership, sale, exchange, or other disposition of intangible property including, but not limited to, investments, deposits, money, or credits as those terms are defined in Chapter 5701 of the Ohio Revised Code, and patents, copyrights, trademarks, trade names, investments in real estate

CITY OF STRONGSVILLE, OHIO

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investment trusts, investments in regulated investment companies, and appreciation on deferred income. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings or other similar games of chance, which are otherwise taxed as taxable income.

- (p) "Internal Revenue Code" means the Internal Revenue Code of 1986, 100 Stat. 2085, 26 U.S.C. 1, as amended.
- (q) "Military" means any person actively engaged in any branch of the Armed Forces, including individuals employed by any branch of the National Guard.
- (r) "Net profit" for a taxpayer other than an individual means adjusted federal taxable income and "net profit" for a taxpayer who is an individual means the individual's profit, other than amounts described in this chapter required to be reported on schedule C, schedule E, or schedule F.
- (s) "Nonresident" means an individual domiciled outside the City.
- (t) "Nonresident incorporated business entity" means an incorporated business entity not having an office or place of business within the City.
- (u) "Nonresident unincorporated business entity" means an unincorporated business entity not having an office or place of business within the City.
- (v) "Other activity" means any undertaking, not otherwise specifically defined herein, which is normally entered into for profit, including, but not limited to, lottery, rental of real and personal property and a business conducted by a trust or guardianship estate.
- (w) "Other payer" means any person, other than an individual's employer or the employer's agent, that pays an individual any amount included in the federal gross income of the individual.
- (x) "Owner" means a partner of a partnership, a member of a limited liability company, a shareholder of an S corporation, or other person with an ownership interest in a pass-through entity.
- (y) "Owner's proportionate share", with respect to each owner of a pass-through entity, means the ratio of:
 - (1) The owner's income from the pass-through entity that is subject to taxation by the municipal corporation, to
 - (2) The total income from that entity of all owners whose income from the entity is subject to taxation by that municipal corporation.
- (z) "Pass-through entity" means a partnership, limited liability company, S corporation, or any other class of entity the income or profits from which are given pass-through treatment under the Internal Revenue Code.
- (aa) **"Pension" means any amount paid to an employee or former employee that is reported to the recipient on an IRS Form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS Form W-2, Wage and Tax Statement, or successor form.**
- (aabb) "Person" includes individuals, firms, companies, business trusts, estates, trusts, partnerships, limited liability companies, associations, corporations,

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 155

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governmental entities, and any other entity. Whenever used in any clause prescribing and imposing a penalty, the term "person", as applied to any unincorporated entity, shall mean the partners or members thereof, and as applied to corporations, the officers thereof.

- (~~b~~~~b~~~~c~~~~c~~) "Place of business" means any bona fide office, other than a mere statutory office, factory, warehouse or other space which is occupied and used by the taxpayer in carrying on any business activity individually or through one or more of his regular employees regularly in attendance.
- (~~e~~~~e~~~~d~~~~d~~) "Qualified plan" means a retirement plan satisfying the requirements under section 401 of the Internal Revenue Code.
- (~~d~~~~e~~~~e~~) "Qualifying wages" means wages, as defined in section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted in accordance with Section 718.03(A) of the Ohio Revised Code.
- (~~e~~~~e~~~~f~~~~f~~) "Resident" means an individual domiciled in the City.
- (~~f~~~~f~~~~g~~~~g~~) "Resident incorporated business entity" means an incorporated business entity having an office or place of business with the City.
- (~~g~~~~g~~~~h~~~~h~~) "Resident unincorporated business entity" means an unincorporated business entity having an office or place of business within the City.
- (~~h~~~~h~~~~i~~~~i~~) "Return preparer" means any person other than a taxpayer that is authorized by a taxpayer to complete or file an income tax return, report, or other document for or on behalf of the taxpayer.
- (~~i~~~~i~~~~j~~~~j~~) "Rules and regulations" means the rules and regulations as set forth in this chapter.
- (~~j~~~~j~~~~k~~~~k~~) "S Corporation" means a corporation that has made an election under subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.
- (~~k~~~~k~~~~l~~~~l~~) "Schedule C" means Internal Revenue Service schedule C filed by a taxpayer pursuant to the Internal Revenue Code.
- (~~l~~~~l~~~~m~~~~m~~) "Schedule E" means Internal Revenue Service schedule E filed by a taxpayer pursuant to the Internal Revenue Code.
- (~~m~~~~m~~~~n~~~~n~~) "Schedule F" means Internal Revenue Service schedule F filed by a taxpayer pursuant to the Internal Revenue Code.
- (~~n~~~~n~~~~o~~~~o~~) "Tax Administrator" means the individual charged with direct responsibility for administration of the City's Income Tax Ordinance.
- (~~e~~~~e~~~~o~~~~o~~~~p~~~~p~~) "Taxable income" means any and all income earned or received by an individual or an entity, the taxation of which by the City is not prohibited by federal law, state law, or specifically exempted under Section 880.10 of this chapter. Qualifying wages, salaries, commissions and other compensation paid by an employer or employers before any deduction, including bonuses paid for signing or ratifying an employment contract and amounts paid by an employer to terminate an employment contract; lottery, gambling and sports winnings, games of chance, prizes and/or awards of six hundred dollars (\$600.00) or more; ; and/or the net profits from the operation of a business, profession or other enterprise or activity adjusted in accordance with the provisions of this chapter shall be considered taxable income.

~~(ppqq)~~ "Taxable year" means the corresponding tax reporting period as prescribed for the taxpayer under the Internal Revenue Code.

~~(qqrr)~~ "Taxpayer" means a person subject to a tax on income levied by a municipal corporation. "Taxpayer" does not include any person that is a disregarded entity or a qualifying subchapter S subsidiary for federal income tax purposes, but "taxpayer" includes any other person who owns the disregarded entity or qualifying subchapter S subsidiary.

~~(Ord. 2011-051. Passed 4-4-11.)~~

* * *

Section 2. That Section 880.37 of Chapter 880 of Title Four of Part Eight of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

* * *

880.37 AUTHORITY TO MAKE AND ENFORCE REGULATIONS; ADOPTION OF R.I.T.A.'S RULES AND REGULATIONS.

(a) The Administrator is hereby charged with the enforcement of the provisions of this chapter, and is hereby empowered, subject to the approval of the Board of Review, to adopt and promulgate and to enforce rules and regulations relating to any matter or thing pertaining to the collection of taxes and the administration and enforcement of the provisions of this chapter, including provisions for the re-examination and correction of returns.

~~(Ord. 2005-101. Passed 5-16-05.)~~

(b) Effective January 1, 2014, there is also hereby adopted for the purpose of establishing rules and regulations for the collection of municipal income taxes and the administration and enforcement of this chapter, the Rules and Regulations of the Regional Income Tax Agency (R.I.T.A.), in the most current edition or update thereof, including all additions, deletions, and amendments made subsequent hereto, and the same are hereby incorporated herein as if fully set out at length save and except such portions as may be hereinafter added, modified, or deleted therein.

(c) R.I.T.A.'s Rules and Regulations shall be in addition to any rules and regulations adopted and promulgated by the Administrator pursuant to authority granted under Section 880.37(a) above. In any matter where a rule or regulation adopted and promulgated by the Administrator conflicts with any of R.I.T.A.'s Rules and Regulations, the rule or regulation adopted and promulgated by the Administrator shall prevail over and render null and void the R.I.T.A. rule or regulation with respect to the City of Strongsville.

* * *

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 155
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Section 3. That **except for sub-section 880.37(b)** or unless otherwise specified, the provisions of this Ordinance shall be operative from and after the effective date of this Ordinance, in accordance with law.

Section 4. That any ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

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 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 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 necessary to provide for the updating of the City's municipal income tax code consistent with current case law. 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.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-155 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 156

By: Mayor Perciak and Mr. Dooner

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDED QUALIFIED INTERNAL REVENUE SERVICE (IRS) PREMIUM ONLY PLAN FOR THE BENEFIT OF FULL-TIME CITY EMPLOYEES IN CONNECTION WITH THEIR HEALTH CARE PREMIUM CONTRIBUTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, in recent years, through Ordinances approving collective bargaining agreements and also through amendment of certain Codified Ordinances, the City has substantially increased the contributions by employees to the City's health care premiums; and

WHEREAS, based upon recommendation of the City's Director of Finance and the City Administration, it became in the best interests of the City and certain City employees who make contributions for their health care premiums, for the City to formally adopt an IRS qualified Premium Only Plan enabling them to exclude from their taxable income certain benefits which said employees elect to receive under this so-called "Cafeteria Plan," and which was approved through adoption of Ordinance No. 2011-187; and

WHEREAS, it is now necessary for the City to adopt an amended Plan providing for its application to all full-time employees eligible for hospitalization benefits whether under a collective bargaining agreement or not.

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

Section 1. That for the reasons aforesaid, the form of amended Cafeteria Plan effective retroactive to January 1, 2013, presented to this Council and attached hereto and incorporated herein as Exhibit A, with a Summary Plan attached as Exhibit B, are hereby approved and adopted; and that the duly authorized agents of the City, including the Mayor and Director of Finance, are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amended Premium Only Plan.

Section 2. That the Administrator, Primeflex Administrative Services, LLC, shall be instructed to take such actions that are deemed necessary and proper in order to implement the above Premium Only Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 – 156
Page 2

Section 3. That the duly authorized agents of the City shall act as soon as possible to notify the employees of the City of the adoption of the amended Cafeteria Plan by delivering to each employee a copy of the summary description of the amended Plan in the form of the Summary Plan Description presented to this Council, which form is hereby approved.

Section 4. That the funds for the purpose of this Ordinance have been appropriated and shall be paid from the General Fund.

Section 5. That Ordinance No. 2011-187 and any ordinances or resolutions or parts thereof inconsistent with this Resolution be and are hereby repealed.

Section 6. 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 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, and for the further reason that it is immediately necessary to enter into such Agreement in order to continue to provide health care and other benefits to full-time City employees, and to conserve public funds. 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: _____

RES Clerk of Council
 ORD. No. 2014-156 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

**CITY OF STRONGSVILLE PREMIUM ONLY PLAN
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
PRIMEFLEX ADMINISTRATIVE SERVICES, LLC**

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EXHIBIT A

CITY OF STRONGSVILLE PREMIUM ONLY PLAN

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CITY OF STRONGSVILLE PREMIUM ONLY PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2012. The Plan shall be known as City of Strongsville Premium Only Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 7.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means January 1, 2012.

1.9 **"Election Period"** means the 30 day period immediately preceding the beginning of each Plan Year. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he is eligible to receive medical benefits pursuant to a group medical plan sponsored by the Employer.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 40 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Strongsville and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.16 **"Participant"** means any Eligible Employee who becomes a Participant pursuant to Section 2.2 and has not for any reason become ineligible to participate further in the Plan.

1.17 **"Plan"** means this instrument, including all amendments thereto.

1.18 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.19 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.20 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.21 **"Salary Redirection Agreement"** means an agreement which is deemed to be entered into between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.22 **"Spouse"** means the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. The Employee must satisfy the conditions for coverage under our group medical plan and are a full-time employee. Collective bargaining employees that shall be included are: Building Inspectors, Service Workers, Fire Fighters, Patrol Officers, Sergeants and Lieutenants, Radio Dispatchers and Corrections Officers. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1, unless such Employee elects, during the Election Period, not to participate in the Plan.

2.3 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.4;

(c) **Death.** The Participant's death; or

(d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 8.2.

2.4 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. Subject to the provisions of Section 2.5, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. A Participant's salary shall be automatically reduced unless the Participant elects, during the Election Period, not to participate in the Plan. For new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Insurance Benefit
- (2) Dental Insurance Benefit
- (3) Vision Insurance Benefit
- (4) Prescription Drug Coverage Benefit

4.2 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.3 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.4 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.5 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among insured Benefits.

**ARTICLE V
PARTICIPANT ELECTIONS**

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect not to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect not to participate in the Plan. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who elected not to participate may elect to participate for the next Plan Year.
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer

permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

ARTICLE VI BENEFITS AND RIGHTS

6.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

ARTICLE VII ADMINISTRATION

7.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

7.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

7.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

8.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

ARTICLE IX MISCELLANEOUS

9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Ohio.

9.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

9.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Strongsville

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

CITY OF STRONGSVILLE PREMIUM ONLY PLAN

SUMMARY PLAN DESCRIPTION

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**X
SUMMARY**

CITY OF STRONGSVILLE PREMIUM ONLY PLAN

INTRODUCTION

We have amended the "Premium Payment Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to pay for insurance coverage that we make available to you with a portion of your pay before Federal income or social security taxes are withheld.

Read this Summary Plan Description carefully, so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and are a full-time employee. Collective bargaining employees that shall be included are: Building Inspectors, Service Workers, Fire Fighters, Patrol Officers, Sergeants and Lieutenants, Radio Dispatchers and Corrections Officers. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

- Employees who are not eligible to receive medical benefits under our group medical plan.
- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 40 hours a week.

5. What must I do to enroll in the Plan?

You will automatically become a Participant in this Plan once you have satisfied the preceding requirements. If you do not want any or all of the benefits offered under the Plan, you may elect not to receive such benefits in accordance with the procedure as explained in this Summary.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect not to receive any or all of the benefits under the Plan. If you do not make such an election, then some of your upcoming pay will be paid to the Plan. The money will be used to pay for insurance coverage. The portion of your pay that is contributed to pay the premium expense is not subject to Federal income or Social Security taxes. In other

words, the plan allows you to use tax-free dollars to pay for insurance coverage which you normally pay for with out-of-pocket, taxable dollars. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Each Plan Year, contributions will automatically be used to pay the premium expenses for the insurance coverage you have selected unless you elect not to participate in the Plan.

3. When must I decide what insurance coverage I want?

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premium for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period will be the 30 day period prior to the beginning of each Plan Year. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same.

**IV
BENEFITS**

1. What insurance coverage may I purchase?

Under our Plan, you can purchase the following insurance coverage:

- Health care premiums under our insured group medical plan.
- Our dental insurance plan.
- Our vision insurance plan.
- Prescription drug coverage.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

**V
BENEFIT PAYMENTS**

1. When will I receive benefit payments?

The amount of pay you contribute to the Plan will be used to pay the premiums for the insurance coverage that is available. The provisions of the insurance policies will control what benefits will be paid and when.

2. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

3. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

4. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI
HIGHLY COMPENSATED EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees generally are Participants who are shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents.

Plan experience will dictate whether contribution limitations on highly compensated employees will apply. You will be notified of these limitations if you are affected.

VII
GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Strongsville Premium Only Plan is the name of the Plan.

Your Employer has assigned Plan Number 525 to your Plan.

The provisions of your amended Plan become effective on January 1, 2013. Your Plan was originally effective on January 1, 2012.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
34-6002751

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
440-580-3127

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

5. Type of Administration

The type of Administration is Insurer Administration.

VIII
ADDITIONAL PLAN INFORMATION

1. Insurance Procedures

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan.

IX
CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. (These pre-existing condition exclusions will only apply during Plan Years that begin before January 1, 2014.) Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family

members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of a part of the premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-month maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**X
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium payment plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 157

By: Mr. Maloney

**AN ORDINANCE REPEALING ORDINANCE NO. 2014-130 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11062 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
[Hahn]**

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property located at 11062 Prospect Road, being part of Permanent Parcel Nos. 392-10-022 and 392-10-023, and other related interests in said real estate, in order to improve the Albion and Prospect Roads intersection; and

WHEREAS, the City has had the subject property interests appraised, and the property owner has requested additional monies beyond the appraised value due to the increase in the value of the required landscaping; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$9,000.00 for the subject property in fee simple and various related interests, including temporary right-of-way easements, all of which are \$2,578.00 above the appraised value; and

WHEREAS, as a consequence, it is not necessary for the City to proceed with Council's prior authorization under Ordinance No. 2014-130, for appropriation of said property interests through the Probate Court.

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

Section 1. That Ordinance No. 2014-130 is hereby repealed.

Section 2. That this Council hereby finds and determines that the negotiated price of \$9,000.00 is a fair and reasonable amount to pay to the property owners for the acquisition of the property interests set forth in the attached Exhibits A-1, A-2, A-3 and A-4 of Exhibit 1, a copy of which is attached hereto and made a part hereof by reference; and this Council further finds and determines that it is in the public interest to pay such amount for the subject property interests in order to conserve public funds and proceed with the improvements to the Albion and Prospect Roads intersection without further delay.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 157

Page 2

Section 3. That this Council hereby authorizes the Mayor to enter into a Contract for Sale and Purchase of Real Property for the acquisition of a portion of the property located at 11062 Prospect Road and further identified as part of Permanent Parcel Nos. 392-10-022 and 392-10-023, and as more fully set forth in Exhibit 1, attached hereto and incorporated herein by reference, and temporary right-of-entry easements for the grading and construction of roadway, traffic signals, driveway, storm sewers, a headwall, and walks, all as more fully set forth in Exhibits A-1, A-2, A-3 and A-4, part of Exhibit 1, attached hereto and incorporated herein by reference, in connection with the Albion and Prospect Roads Intersection Improvements Project.

Section 4. That, upon receipt of a duly executed Warranty Deed from Sang Ki Hahn and Junga Ja Kim Hahn (the latter through Durable General Power of Attorney as attached hereto), husband and wife, conveying said property to the City and any other required documents, along with evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Warranty Deed and other related necessary documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

Section 5. That the Director of Finance be and is hereby authorized and directed to pay to Sang Ki Hahn and Junga Ja Kim Hahn, husband and wife, the amount of \$9,000.00, in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 6. 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 7. 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 necessary to obtain the aforesaid property interests in order to make improvements to the Albion and Prospect Roads intersection, to ensure safe movement of vehicles and traffic within the City, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 157
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. 2014-157 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Original

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
11062 Prospect Road, Strongsville, Ohio 44136

Permanent Parcel Nos.
392-10-022 and 392-10-023

PARCEL: 3 T & 4 WD, T-1, T-2
Albion Road/Prospect Road Intersection

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Sang Ki Hahn and Junga Ja Kim Hahn, Husband and Wife [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$9,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed (see attached Exhibit "A") and/or if the take constitutes something less than fee simple for the property required (see attached Exhibit "B") including all fixtures and improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and for all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the County Auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller, and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements and appurtenances now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

The sale and conveyance by Seller of the rights, titles, and estates described in Exhibit "A" constituting a fee simple in, to and of the real property shall be by a good and sufficient general warranty deed with, if applicable, full release of dower or curtesy. If the conveyance by

Seller of the rights, titles, and estates described in Exhibit "B" constitute something less than a fee simple interest in the real property, such conveyance shall be by a good and sufficient easement (temporary or permanent) or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower or curtesy.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary to vest Purchaser with the rights, titles and interests described in Exhibit "A" and Exhibit "B", and/or necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit "A" and Exhibit "B".

4. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit "A" and Exhibit "B" in the event that the property interest is of a permanent nature, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

6. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit "A" and Exhibit "B". If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then after discovery or notification of such damage, change, alteration, or destruction, Purchaser at its option, may terminate, cancel, and void this Agreement upon written notice to Seller.

7. Closing Date

Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution and delivery to Purchaser. Upon acceptance of this Contract by the Purchaser within said period, it shall constitute a valid and binding Contract of Sale and Purchase. However, this Contract is specifically contingent upon all of the following: (A) approval of the transaction and all of the terms and conditions contained in this Contract by the Council of the City of Strongsville by Ordinance approving and authorizing this Contract; and (B) approval of the Ordinance by the Mayor's signature thereon. Should Council fail to pass or the Mayor fail to approve this Contract within sixty (60) days from the date of its execution by the Seller(s), this Contract shall be null and void and neither Seller(s) nor Purchaser shall have any further obligation to the other hereunder. Seller(s) acknowledge that they are bound by this Contract

upon their signature hereon and my not revoke their obligations hereunder during the sixty (60) day acceptance period by Purchaser.

Seller agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract, which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Seller by the Purchaser that Purchaser is ready to close. Seller shall deposit a general warranty deed into escrow no later than three (3) days prior to the closing date.

8. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

9. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s), if any, shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser; and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

10. Right to Repurchase

The property conveyed herein is being acquired by Purchaser for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. Only in the event that the Purchaser decides not to use the property conveyed herein for the above-stated purpose, then the Seller shall have a right under Section 163.211 of the Ohio Revised Code to repurchase the property interest for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Seller declines to repurchase the property; (B) Seller fails to repurchase the property within sixty (60) days after Purchaser offers the property for repurchase; (C) Purchaser grants or transfers the property to any other person or agency; or (D) Five (5) years have passed since the property was appropriated or acquired by Purchaser.

11. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

13. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either party.

14. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, is signed by Seller and Purchaser, and is approved by the Purchaser's City Council in accordance with law.

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and Sang Ki Hahn and Junga Ja Kim Hahn have executed this Agreement on the date(s) indicated immediately below their respective signatures.

"Purchaser"
City of Strongsville

"Seller"
Sang Ki Hahn and Junga Ja Kim
Hahn

By: _____
Mayor Thomas P. Perciak

Sang Ki Hahn

Junga Ja Kim
By Sang Ki Hahn,
Attorney-in-Fact
Instrument No. 201408040363

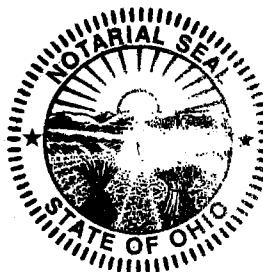
Date: _____

Date: 7-29-14

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on the 29th day of July, 20 14, before me the subscriber, a Notary Public in and for said State and County, personally came the above-named Sang Ki Hahn and Junga Ja Kim Hahn, who signed and acknowledged the signing of the foregoing instrument to be their voluntary and free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



ALBANO MAHILAJ
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
12/22/2018

Notary Public
My Commission Expires: 12/22/18

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared 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 act and deed as an officer thereof and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this _____ day of _____, 20_____.

Notary Public
My Commission Expires:

CERTIFICATION OF FUNDS

I, Joseph Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this _____ day of _____, 20_____.

Kenneth A. Kraus, Law Director

DURABLE GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, **JUNG JA K. HAHN**, of **Broadview Heights, Ohio**, do hereby make constitute and appoint the following person, if able and willing to serve:

SANG KI Hahn, my spouse,
residing at 1352 Homestead Creek Drive, Broadview Heights, OH 44147

as my true and lawful attorney-in-fact, to act for me and in my name, place and stead, to do any and all things which I might do if personally present and acting for myself, in and about any and all of my business and affairs, including (but not by this specification or particular powers in anywise limiting the generality of this power of attorney) the power to:

1. Sell and convey by deed or other instrument of general warranty or otherwise, with or without the customary covenants, any and all real estate, bonds, debentures, notes, stock, or other property, real or personal tangible, which I may own or have the right to dispose of, upon such terms and conditions as my attorney-in-fact deems best.
2. Waive notice and consent to the holding of, and to vote and to give consents in writing as my proxy with power of substitution at, all regular or special meetings of stockholders of any corporation in which I am a stockholder, with all powers which I should have if then personally present.
3. Lease any real estate in which I have an interest for any term and upon such terms and conditions as my attorney-in-fact deems best.
4. Sell and dispose of my business or any business in which I may be interested in the future upon such terms and conditions as my attorney-in-fact deems best.
5. Invest any funds of mine in savings accounts, bonds, debentures, notes and common or preferred stocks as my attorney-in-fact deems best but without any obligation to make investments.
6. Exercise any and all incidents of ownership or control over every health, accident, (life or endowment) insurance policy, which I own or control, including, but not by way of limitation, (right to borrow upon, modify or surrender the same for cash value or otherwise), the right to exercise any and all rights, options and privileges in connection therewith, the right to collect and receive disability income, annuity payments, dividends and other distributions therefrom, provided, however, that

such power with respect to life insurance shall not be exercisable by my attorney-in-fact as to any policy on his/her own life, and shall be exercisable as to any policy on my life only in such a way as will not materially distort my estate planning arrangements.

7. To waive any doctor-patient privilege and lawyer-client privilege I may possess, so that my said attorney may obtain access to medical and legal records and files and related information which otherwise might be privileged and could not be turned over to my said attorney.
8. Collect any and all sums of money due to me from any person, firm, corporation or governmental organization (including Medicare or Medicaid claims), and to compromise the same in the discretion of my said attorney-in-fact.
9. Pay, compromise, adjust and discharge any and all debts or obligations which may be owing by me to other persons, firms or corporations.
10. Draw and endorse checks as to checking accounts and withdraw funds from savings accounts, even though I do not herein identify such accounts by number or description, and sign and endorse promissory notes, draw, accept and endorse bills of exchange, and waive demand, notice, and notice of protest of all such commercial paper.
11. Have access to any safe deposit box of which I am owner and to have the right to remove therefrom any of the contents of such safe deposit box and even though I do not herein identify such deposit box by number or location.
12. Borrow money and mortgage, pledge and hypothecate any and all real estate, notes, stock, bonds and other personal property, tangible or intangible, which I may own or have the right to mortgage, pledge or hypothecate.
13. Make, execute, acknowledge and deliver any and all contracts in my name and on my behalf, with full authority to make representations and warranties.
14. Prepare, execute, acknowledge and file on my behalf, any and all personal property tax, income tax, gift tax or other tax returns or claims for refund of taxes with any governmental authorities (Federal, State, County or Municipal) allocate any generation-skipping tax exemption available to me. execute consents, including agreements to a later determination, assessment and collection of taxes than is provided for by statutes of limitation and extend the statutory period of limitation. and receive and receipt for refunds of taxes to which I may entitled.
15. To commence and carry on, or to defend, at law or in equity, all actions, suits and other proceedings in which I or my real or personal property may be in any way

concerned. to compound, compromise, settle and adjust all claims (including tax claims), in favor of or against me, upon such terms as to said attorney may seem proper.

16. Transfer any asset of mine to any revocable or irrevocable intervivos trust established by me.
17. Discuss any of my finances with my accountant or lawyer, and to that end I hereby specifically waive the attorney-client relationship and authorize my lawyer or accountant to deliver information or documents to my attorney-in-fact.
18. To make gifts from any and all of my property, both real and personal, tangible and intangible, to any and all of my descendants, in an amount not to exceed the amount of the current annual exclusion allowed by the Internal Revenue Service. My agent is expressly authorized to make gifts of my property to himself/herself in my agent's sole discretion.
19. Appoint agents or attorneys to represent me in connection with my business and affairs and represent me in any Court, Board or Tax Department (Federal, State, County or Municipal, including the Treasury Department of the United States of America and the United States Tax Court) to employ and pay reasonable compensation to agents, accountants, attorneys and investment counsel to assist in the exercise of any of the foregoing powers.
20. To transfer any of my property to comply with applicable state and federal Medicaid regulations, including transfer to my agent named herein.
21. Exercise any and all incidents of ownership or control over every Retirement Account that I own or have a right to.

Further, I hereby nominate my attorney-in-fact as guardian of my person, estate or both, if proceedings, for the appointment of guardian are later necessary and/or commenced. I hereby waive the bond requirement for my guardians.

This Power of Attorney shall not be affected by disability of the principal. This Power of Attorney may be terminated either by me or by said attorney by giving written notice of such termination to the other. An executed duplicate of this Power of Attorney, or a photostatic copy thereof, delivered by me or by said attorney to any third party will be conclusive against me and said attorney as to such third party that this Power of Attorney has not been terminated and will continue in effect until such third party is advised by written notice from me or from said attorney of such termination. This Power of Attorney shall be governed by Ohio law.

I expressly declare, understand and agree that the enumeration of any specific powers hereunder shall not be construed as limiting the general powers intended to be conferred upon

my attorney-in-fact, it being my purpose to give my attorney-in-fact full power and authority, in such attorney's uncontrolled and absolute discretion, to do any and all things which I might do if personally present in and about any and all of my business and affairs.

My attorney-in-fact shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. My attorney-in-fact shall also be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this power of attorney.

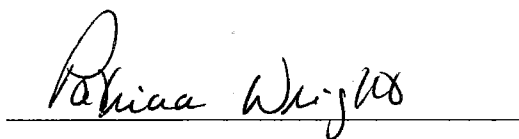
This Power of Attorney shall, if not sooner revoked by me, remain in full force and effect until my death. All powers of attorney heretofore given or executed by me are hereby revoked. Pursuant to the applicable provisions of Section 1337.09 of the Ohio Revised Code, this power of attorney shall not be affected by my disability, incapacity, or adjudged incompetency.

I hereby reserve all rights on my part to do personally any act which said attorney is hereby authorized to perform, and to grant similar powers of attorney to others.

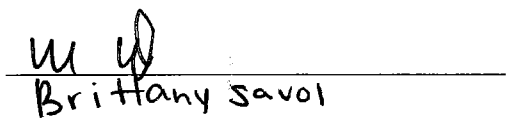
IN WITNESS WHEREOF, I have hereunto set my hand, this 28 day of July, 2014, at Broadview Heights, Ohio.


JUNG JA K. HAHN

Signed and acknowledged in the present of:



Residing at: 1100 TOLLIS PKWY #107
BROADVIEW HTS. OH



Residing at: 8960 ACRE DR
SAGAMORE HILLS, OH.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **JUNG JA K. HAHN**, who acknowledged that he/she did sign the foregoing instrument and the same is his/her free and voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Broadview Heights, Ohio, this 28 day of July, 2014

Carol L. Hekovic
Notary Public

Seal Sept. 14, 2014
 Expiration Date

This instrument prepared by:
VINCE RUFFA
RUFFA GRANDINETTI
Attorneys at Law
1000 West Wallings Road, Suite A
Broadview Heights, OH 44147
440-746-1000

PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-10-022
PARCEL No. 3-T



Description of land over which temporary easement is required for grading and construction of walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot No. 6 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 00°12'06" W, along said centerline of Prospect Road, a distance of 124.20 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and the northeast corner of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 66+87.00 and being the **Principal Point of Beginning** of the parcel herein described;

Thence S 00°12'06" W, along said westerly Right-of-Way line of Prospect Road to the southeasterly corner of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and the northeasterly corner of land conveyed to Kevin J. Ohmer by Instrument Number 200906260781 recorded in Cuyahoga County Deed Records, a distance of 86.00 feet to a point;

Thence S 88°45'11" W, along northerly line of said land conveyed to Kevin J. Ohmer and southerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to a point;

Thence N 00°12'06" E to the northerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 86.00 feet to a point;

Thence N 88°45'11" E, along the northerly line and southerly line of said lands conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to the **Principal Point of Beginning** enclosing 430.00 square feet, (0.010 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as aforementioned. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.

PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel Nos. 392-10-022 & 392-10-023
PARCEL No. 4-WD

Description of land over which permanent easement is required for grading and construction of roadway, traffic signals and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot Nos. 5 and 6 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 00°12'06" W, along said centerline of Prospect Road, a distance of 76.76 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and in the easterly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 of Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 67+34.44 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 03°37'11" W, a distance of 1.50 feet where set a capped iron pin (A.E. Marks S-8616);

Thence northwesterly along a curve deflecting to the left, radius of 43.50 feet, a delta angle of 88°35'17", an arc distance of 67.26 feet, and a chord bearing N 47°54'49" W and a distance of 60.76 feet where set a capped iron pin (A.E. Marks S-8616);

Thence N 73°37'50" W to the southerly Right-of-Way line of said Albion Road, a distance of 4.71 feet where set a capped iron pin (A.E. Marks S-8616);

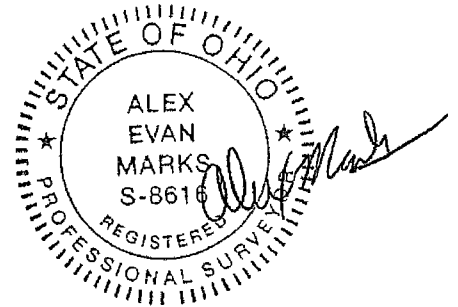
Thence N 87°47'26" E, along the southerly Right-of-Way line of said Albion Road, a distance of 49.90 feet to a point;

Thence S 00°12'06" W along westerly Right-of-Way line of said Prospect Road, a distance of 45.47 feet to the **Principal Point of Beginning** enclosing 519.18 square feet (0.012 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-10-023
PARCEL No. 4-T1

Description of land over which temporary easement is required for grading and construction of driveway and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot No. 5 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 00°12'06" W, along said centerline of Prospect Road, a distance of 76.76 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and in the easterly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 67+34.44 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 00°12'06" W, along said westerly Right-of-Way line of Prospect Road to the southeast corner of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 47.44 feet to a point;

Thence S 88°45'11" W, along the northerly line and southerly line of said lands conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to a point;

Thence N 00°12'06" E, a distance of 42.85 feet to a point;

Thence N 19°03'28" E, a distance of 41.31 feet to a point;

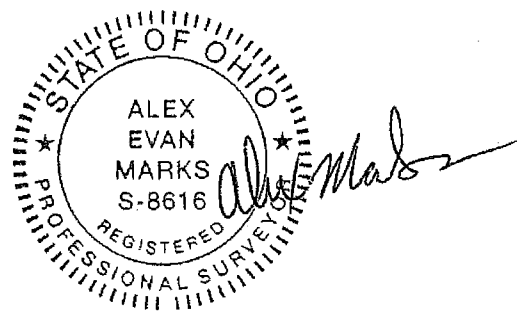
Thence southeasterly along a curve deflecting to the right, radius of 43.50 feet, a delta angle of 51°17'51", an arc distance of 38.95 feet, and a chord bearing S 29°16'06" W and a distance of 37.66 feet where set a capped iron pin (A.E. Marks S-8616);

Thence S 03°37'11" E, a distance of 1.50 feet to the **Principal Point of Beginning** enclosing 476.31 square feet, (0.011 acres) of land, more or less, but subject to all legal highways and easements of record.

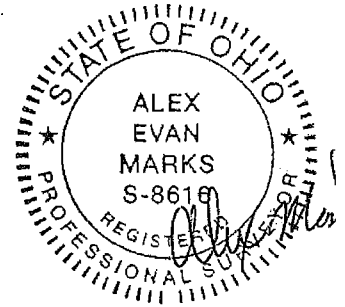
The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8243 plastic cap.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-10-023
PARCEL No. 4-T2



Description of land over which temporary easement is required for grading and construction of storm sewers, a headwall and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot No. 5 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 87°47'26" W, along said centerline of Albion Road, a distance of 195.00 feet to a point;

Thence S 02°12'34" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet RIGHT of Albion Road Station 98+05.00 and being the **Principal Point of Beginning** of the parcel herein described;

Thence S 02°12'34" W, a distance of 10.00 feet to a point;

Thence S 87°47'26" W to the westerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and easterly line of land conveyed to Linda M. Athens by deed recorded in Volume 12795, Page 47 recorded in Cuyahoga County Deed Record, a distance of 26.82 feet to a point;

Thence N 00°11'51" E, along the westerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and easterly line of said land conveyed to Linda M. Athens and in the southerly Right-of-Way line of said Albion Road, a distance of 10.01 feet to a point;

Thence N 88°47'26" E, along said southerly Right-of-Way line of Albion Road, a distance of 26.40 feet to the **Principal Point of Beginning** enclosing 266.08 square feet, (0.006 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 2014-158

By: Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11025 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Landspan Corp.]

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property located at 11025 Prospect Road, being part of Permanent Parcel No. 392-17-001, and other related interests in said real estate, in order to improve the Albion and Prospect Roads intersection; and

WHEREAS, the City has had the subject property interests appraised, and the property owner has requested additional monies beyond the appraised value due to additional compensation requested by the property owner for replacement of sidewalks within the last year per the City's request; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$7,882.30 for the subject property in fee simple and various related interests, including utility easements and temporary right-of-way easement, all of which are \$1,972.30 above the appraised value.

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 negotiated price of \$7,882.30 is a fair and reasonable amount to pay to the property owners for the acquisition of the property interests set forth in the attached Exhibits A-1, A-2, A-3 and A-4 of Exhibit 1, a copy of which is attached hereto and made a part hereof by reference; and this Council further finds and determines that it is in the public interest to pay such amount for the subject property interests in order to conserve public funds and proceed with the improvements to the Albion and Prospect Roads intersection without further delay.

Section 2. That this Council hereby authorizes the Mayor to enter into a Contract for Sale and Purchase of Real Property for the acquisition of a portion of the property located at 11025 Prospect Road and further identified as part of Permanent Parcel No. 392-17-001, and as more fully set forth in Exhibit 1, attached hereto and incorporated herein by reference, with utility easements and temporary right-of-entry agreement for the grading and construction of a driveway and walk, all as more fully set forth in Exhibits A-1, A-2, A-3 and A-4, part of Exhibit 1, attached hereto and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 158
Page 2

incorporated herein by reference, in connection with the Albion and Prospect Roads Intersection Improvements Project.

Section 3. That, upon receipt of a duly executed Warranty Deed from Landspan Corporation aka Landspan Corp., an Ohio corporation, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Warranty Deed and other related necessary documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to Landspan Corporation aka Landspan Corp., an Ohio corporation, the amount of \$7,882.30, in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the General Capital Improvement Fund.

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 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 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 necessary to obtain the aforesaid property interests in order to make improvements to the Albion and Prospect Roads intersection, to ensure safe flow of vehicle traffic, 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. 2014-158 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
11025 Prospect Road, Strongsville, Ohio 44136

Permanent Parcel Nos.
392-17-001

PARCEL: 6 WD, T, U-1, U-2
Albion Road/Prospect Road Intersection

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Landspan Corporation, aka Landspan Corp., an Ohio corporation [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$7,882.30, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed (see attached Exhibit "A") and/or if the take constitutes something less than fee simple for the property required (see attached Exhibit "B") including all fixtures and improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and for all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the County Auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller, and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements and appurtenances now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

The sale and conveyance by Seller of the rights, titles, and estates described in Exhibit "A" constituting a fee simple in, to and of the real property shall be by a good and sufficient general warranty deed with, if applicable, full release of dower or curtesy. If the conveyance by

EX.1

Seller of the rights, titles, and estates described in Exhibit "B" constitute something less than a fee simple interest in the real property, such conveyance shall be by a good and sufficient easement (temporary or permanent) or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower or curtesy.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary to vest Purchaser with the rights, titles and interests described in Exhibit "A" and Exhibit "B", and/or necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit "A" and Exhibit "B".

4. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit "A" and Exhibit "B" in the event that the property interest is of a permanent nature, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

6. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit "A" and Exhibit "B". If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then after discovery or notification of such damage, change, alteration, or destruction, Purchaser at its option, may terminate, cancel, and void this Agreement upon written notice to Seller.

7. Closing Date

Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution and delivery to Purchaser. Upon acceptance of this Contract by the Purchaser within said period, it shall constitute a valid and binding Contract of Sale and Purchase. However, this Contract is specifically contingent upon all of the following: (A) approval of the transaction and all of the terms and conditions contained in this Contract by the Council of the City of Strongsville by Ordinance approving and authorizing this Contract; and (B) approval of the Ordinance by the Mayor's signature thereon. Should Council fail to pass or the Mayor fail to approve this Contract within sixty (60) days from the date of its execution by the Seller(s), this Contract shall be null and void and neither Seller(s) nor Purchaser shall have any further obligation to the other hereunder. Seller(s) acknowledge that they are bound by this Contract

upon their signature hereon and my not revoke their obligations hereunder during the sixty (60) day acceptance period by Purchaser.

Seller agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract, which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Seller by the Purchaser that Purchaser is ready to close. Seller shall deposit a general warranty deed into escrow no later than three (3) days prior to the closing date.

8. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

9. Control of Property Occupied by Seller's Tenant(s)

Seller attests that all current leases are space leases only and, by way of executed lease documents, no tenant has a right, title or interest to the property or property interests being acquired by Purchaser which is more particularly described in Exhibits A and B.

10. Right to Repurchase

The property conveyed herein is being acquired by Purchaser for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. Only in the event that the Purchaser decides not to use the property conveyed herein for the above-stated purpose, then the Seller shall have a right under Section 163.211 of the Ohio Revised Code to repurchase the property interest for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Seller declines to repurchase the property; (B) Seller fails to repurchase the property within sixty (60) days after Purchaser offers the property for repurchase; (C) Purchaser grants or transfers the property to any other person or agency; or (D) Five (5) years have passed since the property was appropriated or acquired by Purchaser.

11. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

13. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either party.

14. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, is signed by Seller and Purchaser, and is approved by the Purchaser's City Council in accordance with law.

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and Landspan Corporation, aka Landspan Corp., an Ohio corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

"Purchaser"
City of Strongsville

"Seller"
Landspan Corporation, aka
Landspan Corp., an Ohio
corporation

By: _____
Mayor Thomas P. Perciak

By: [Signature] President
Print: Tori K. Thomas, President

Date: _____

Date: 7-15-11

State Of Ohio, County Of Madina ss:

Be It Remembered, that on the 15 day of JULY, 20 11,

before me the subscriber, a Notary Public in and for said state and county, personally came the above named TORI K. THOMAS, who acknowledged being the President and duly authorized agent of Landspan Corporation, aka Landspan Corp., an Ohio corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]

Notary Public
My Commission expires: 04-01-17



Jenna Sansonette
Notary Public, State of Ohio
My Commission Expires
04-01-2017

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared 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 act and deed as an officer thereof and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this _____ day of _____, 20_____.

Notary Public
My Commission Expires:

CERTIFICATION OF FUNDS

I, Joseph Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this _____ day of _____, 20_____.

Kenneth A. Kraus, Law Director

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE SHAREHOLDERS OF
LANDSPAN CORP.

July 15, 2014

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the shareholders (the "Shareholders") of **LANDSPAN CORP.**, an Ohio corporation (the "Corporation"), do hereby take and adopt the following actions by this unanimous written consent:

WHEREAS, the Corporation is the owner of a property located in the City of Strongsville and known as being Permanent Parcel Number 392-17-001 and referenced by the City of Strongsville as 6WD, 6-T, 6-U2 and 6U1 (the "Property") herein attached.

WHEREAS, the Corporation and City of Strongsville ("Buyer") have entered into a(n) [Agreement of Purchase and Sale] dated as of July 15, 2014 (the "Purchase Agreement"), for the sale of a Property and easement rights set forth in a Purchase Agreement dated July 15, 2014 to Buyer for the property referenced in the attached legal descriptions titled 6WD, 6-T, 6-U2 and 6U1.

WHEREAS, the Shareholders believe it is in the best interest of the Corporation to sell the Property to Buyer pursuant to the Purchase Agreement.

NOW, THEREFORE, BE IT:

RESOLVED: That the terms and conditions of the Purchase Agreement are hereby approved in all respects.

RESOLVED FURTHER: That either of Donald Thomas or Tori Thomas (the "Authorized Representatives") is hereby authorized to execute any and all documents, and to take any and all action, as such Authorized Representative deems necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement and to transfer the Property to the Buyer, including but not limited to the execution and delivery of a deed and other closing documents, each of which have been reviewed and approved by the Shareholders.

**RESOLVED
FURTHER:**

That either of the Authorized Representatives, acting on behalf of the Corporation, is hereby authorized, empowered and directed to negotiate, enter into, execute and deliver, on behalf of the Corporation, any and all modifications and amendments to the Purchaser Agreement and such other documents as may, in his or her judgment, be necessary or desirable in connection with the Purchase Agreement, and such modifications and amendments are hereby approved, ratified and confirmed.

**RESOLVED
FURTHER:**

That the authority given hereunder shall be deemed retroactive, and any acts referred to herein performed prior to the adoption of this Action are hereby adopted, ratified and affirmed.


**RESOLVED
FURTHER:**

That the authority granted to the Authorized Representatives on behalf of the Corporation pursuant to this Action shall be deemed to include authority to perform such further acts and deeds as may be necessary, convenient or appropriate in his or her judgment, to carry out the transactions contemplated thereby, and all such acts and deeds performed by either Authorized Representative are hereby approved, adopted and ratified.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Action by Unanimous Written Consent of the Shareholders has been executed as of the date first above written.

Shareholders:



Donald Thomas



Tori Thomas

*Signature page to Action by Unanimous Written Consent of
the Shareholders of Landspan Corp.*

PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-17-001
PARCEL No. 6-WD

Description of land over which permanent easement is required for grading and construction of roadway, traffic signals and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point; said point being located 30.00 feet RIGHT of Albion Road Station 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 55°24'48" W, to the easterly Right-of-Way line of said Prospect Road, a distance of 36.22 feet where set a capped iron pin (A.E. Marks S-8616);

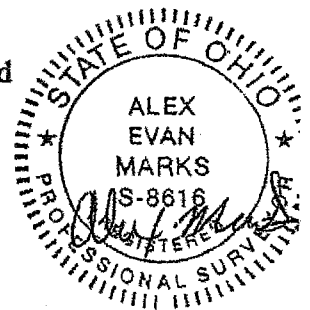
Thence N 00°12'06" E, along the easterly Right-of-Way line of said Prospect Road to the southerly Right-of-Way line of said Albion Road, a distance of 18.83 feet to a point;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road, a distance of 29.80 feet to the **Principal Point of Beginning** enclosing 279.94 square feet, (0.006 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-17-001
PARCEL No. 6-T

Description of land over which temporary easement is required for grading and construction of a driveway and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet RIGHT of Albion Road Station 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road and to the northeasterly corner of said land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation and the northwest corner of land conveyed to Henry F. Bolton by deed recorded in Volume 51245, Page 1 recorded in Cuyahoga County Deed Records, a distance of 225.36 feet to a point;

Thence S 00°02'53" W, along the easterly line of said land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation and the westerly line of said land conveyed to Henry F. Bolton, a distance of 4.57 feet to a point;

Thence S 78°46'24" W, a distance of 3.17 feet to a point;

Thence S 86°40'21" W, a distance of 119.28 feet to a point;

Thence S 03°19'39" E, a distance of 16.48 feet to a point;

Thence S 87°24'22" W, a distance of 48.15 feet to a point;

Thence N 03°19'39" W, a distance of 15.86 feet to a point;

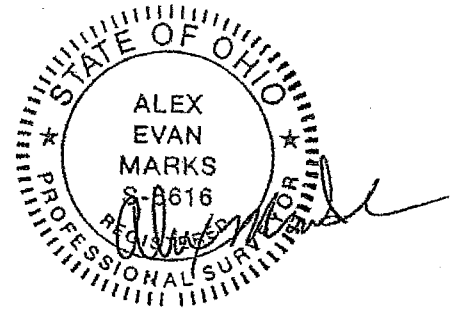
Thence S 86°40'21" W, a distance of 62.77 feet to a point;

Thence N 55°24'48" E, to the southerly Right-of-Way line of said Albion Road, a distance of 9.64 feet to the **Principal Point of Beginning** enclosing 1924.48 square feet, (0.044 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-17-001
PARCEL No. 6-U1

Description of land over which a utility easement is required for the installation, maintenance and operation of utility pole anchors, guy wires and appurtenances.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 00°12'06" W, along said centerline of Prospect Road, a distance of 124.43 feet to a point;

Thence S 89°47'54" E to the easterly Right-of-Way line of said Prospect Road and the westerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 of the Cuyahoga County Deed Records, a distance of 50.00 feet to a point, said point being located 50.00 feet RIGHT of Prospect Road Station 66+86.77 and the **Principal Point of Beginning** of the parcel herein described;

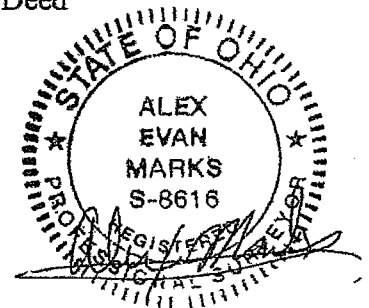
Thence S 46°18'52" E, a distance of 13.33 feet to a point;

Thence S 43°41'08" W, to the easterly Right-of-Way line of said Prospect Road, a distance of 14.06 feet to a point;

Thence N 00°12'06" E along said easterly line of Prospect Road a distance of 19.38 feet to the **Principal Point of Beginning** enclosing 93.74 square feet, (0.002 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 392-17-001
PARCEL No. 6-U2

Description of land over which a utility easement is required for the installation, maintenance and operation of utility pole anchors, guy wires and appurtenances.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 of the Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet RIGHT of Albion Road Station 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road, a distance of 18.96 feet to a point;

Thence S 03°19'39" E, a distance of 11.70 feet to a point;

Thence S 86°38'45" W, a distance of 14.08 feet to a point;

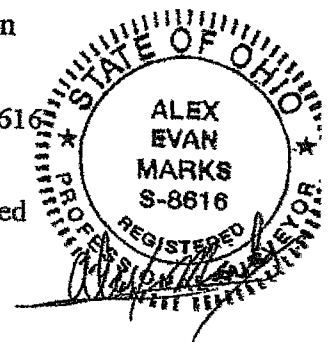
Thence N 78°04'21" W, a distance of 17.28 feet to a point;

Thence N 55°24'48" E, to the southerly Right-of-Way line of said Albion Road, a distance of 13.80 feet to the **Principal Point of Beginning** enclosing 279.84 square feet, (0.006 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 159

By: Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM RINI & RINI DEVELOPMENT, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Rini & Rini Development, LLC is the owner in fee simple of certain real estate located in the City of Strongsville and known as Permanent Parcel No. 393-23-021; and

WHEREAS, due to a lot split approved by the City's Planning Commission, it is now necessary for the City to accept a Grant of Easement from Rini & Rini Development, LLC for Storm Sewer System Purposes.

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

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement for Storm Sewer System Purposes from Rini & Rini Development, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances on property known as Permanent Parcel No. 393-23-021, and related to a lot split, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid Grant of Easement to be recorded with the Cuyahoga County Fiscal Office after its execution and receipt of evidence of title satisfactory to the Law Director.

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 assure proper development of all lots and land within the City of Strongsville, to provide storm sewer service to certain lands within the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 159
Page 2

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. 2014-159 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

**GRANT OF EASEMENT
FOR
STORM SEWER SYSTEM PURPOSES**

This Easement Grant is made between **RINI & RINI DEVELOPMENT, LLC** (an Ohio Limited Liability Company), of 19165 Ridgeline Court, Strongsville, Ohio (hereinafter referred to as the "Grantor"), and the **CITY OF STRONGSVILLE**, a municipal corporation, located at 18688 Royalton Rd., Strongsville, Ohio 44136 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 393-23-021 (hereinafter referred to as "Property"); and

WHEREAS, the Grantor has an existing storm sewer system, including approximately 25 L.F. of 36" storm sewer pipe with a catch basin, headwall and appurtenances (hereinafter referred to as "storm sewer system") in, on, over and through the Property; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises described in Exhibit "A" and "B"; attached hereto and incorporated herein by reference, and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances, and to make all repairs to such storm sewer system and appurtenances connected therewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm sewer system and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

The Grantor and Grantee further, in consideration of the acceptance of the easement by the City of Strongsville above mentioned, do hereby agree that Grantor or its predecessor in interest has initially constructed and installed said storm sewer system and appurtenances. Said storm sewer system and appurtenances shall become the property of the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the easement area. These areas shall be maintained by the Grantor.

The Grantor and Grantee hereby restrict said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures unless deemed necessary by the Grantee.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm sewer system and appurtenances. Grantor further agrees to make no alterations to the premises which would increase or reduce the depth of the storm sewer system.

If the Grantor desires to alter the premises in any way other than as expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the storm sewer system and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than the width of this easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system and appurtenances shall become the property of the City of Strongsville.

If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the premises and make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

The Grantor hereby reserves the right to use the premises for such use as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor covenants with the Grantee that it is well-seized of the premises as a good and indefeasible estate in fee simple, and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted easement, right-of-way, storm sewer system and appurtenances for the purposes above mentioned, unto the City of Strongsville, forever.

IN WITNESS WHEREOF, this instrument is executed this ____ day of July, 2014.

Signed and acknowledged in the presence:

RINI & RINI DEVELOPMENT, LLC - GRANTOR

Nancy M. Sikorski

By: William J. Rini
William Rini, Managing Member

CITY OF STRONGSVILLE - GRANTEE

By: _____
Thomas P. Perciak, Mayor

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above named **RINI & RINI DEVELOPMENT, LLC**, by William Rini, its Managing member, who acknowledged that he did sign the foregoing instrument, and that the same is his free and voluntary act and deed as such officer and the free and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 15th day of August, 2014.

Nancy M. Sikorski
Notary Public



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

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 and voluntary act and deed of said municipal corporation and his free and voluntary act and deed as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

Notary Public

HOFMANN - METZKER, INC.

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

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

City Of Strongsville

DESCRIPTION
STORM SEWER EASEMENT
EXHIBIT "A"

6-23-2014

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 56, and further bounded and described as follows:

Beginning at an Iron Pin in a monument Box marking the Southwesterly corner of Original Strongsville Township Lot No. 56, said point being in the centerline of Lunn Road (60 feet wide);

Thence North 89 degrees 20 minutes 57 seconds East along said centerline and the southerly line of said Lot 56, a distance of 127.31 feet to a point, said point being the Southwesterly corner of a parcel of land conveyed to Rini & Rini Development LLC, by deed recorded in AFN 200007130016 of Cuyahoga County Records;

Thence North 13 degrees 05 minutes 50 seconds West along the westerly line of said land conveyed, a distance of 30.72 feet to a point on the Northerly right of way line of Lunn Road, said point being the principal place of beginning.

Thence continuing North 13 degrees 05 minutes 50 seconds West, a distance of 38.21 feet to a point;

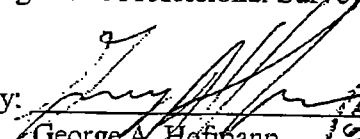
Thence South 41 degrees 56 minutes 25 seconds East, a distance of 49.66 feet to a point on said Northerly right of way line of Lunn Road;

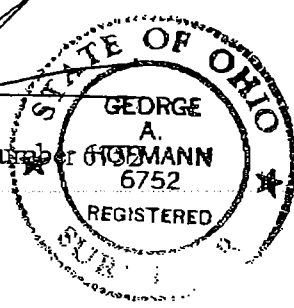
Thence South 89 degrees 20 minutes 57 seconds West along said northerly right of way line, a distance of 24.53 feet to the principal place of beginning.

The basis of bearings is the centerline of Lunn Road bearing North 89 degrees 20 minutes 57 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

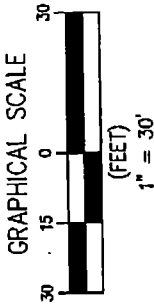
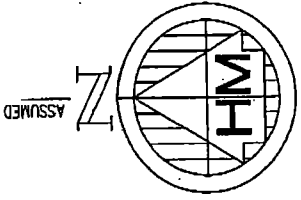
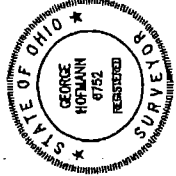
By: 
George A. Hofmann
Registered Surveyor Number 6752



MAP MADE TO ACCOMPANY PROPOSED STORM SEWER EASEMENT

FOR THE CITY OF STRONGSVILLE
 PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT N° 56
 NOW IN THE CITY OF STRONGSVILLE
 CUYAHOGA COUNTY, OHIO
 JUNE 23, 2014

PREPARED BY
 HOFMANN-METZKER, INC.
 REGISTERED PROFESSIONAL SURVEYORS
 24 BEECH STREET
 BEREA, OHIO 44017
 (440)-234-7350



O.L. 56

Ex. Esmt.
 Granted to County of Cuyahoga
 DV 11875, P. 793

Iron Pin In
 Mon Box
 Used @ Lot Corner

127.31' R&U
 N89°20'57"E

P.O.B.

198.59' R&U
 N13°05'50"W

541°56'23"E
 49.66'

PROPOSED STORM
 SEWER EASEMENT

38.21'

24.53'

30.72'

30.00'

200.00' R&U
 N00°04'17"E

3/4" Pipe Fd.
 0.41'E-0.04'S

C.L. Ex. Box Culvert

101.00' R&U
 S89°20'57"W

Ex. Inlet Basin

Ex. Inlet Basin

Ex. Guard Rail

LUNN ROAD 60'

EXHIBIT "B"

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 160

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2014-PHASE II, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2014-Phase II; and

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

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 **KONSTRUCTION KING, INC.**, for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2014-Phase II, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids 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.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$1,056,561.50 for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2014-Phase II, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 160
Page 2

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 it is immediately necessary to authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and the public, 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. 2014-160 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 161

By: Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR AN ADDITION TO THE EXISTING GARAGE AT ST. JOSEPH'S CHURCH, IN THE CITY OF STRONGSVILLE.

WHEREAS, St. Joseph's Church, through its agent, submitted a final site plan to the Planning Commission for approval of a 1,720 square foot addition to the existing garage, at its property located at 12700 Pearl Road, PPN 392-28-008, zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of July 24, 2014.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by St. Joseph's Church for approval of a 1,720 square foot addition to its existing garage, at 12700 Pearl Road, PPN 392-28-008, subject to any 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 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.

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. 2014-161 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 25, 2014

Please be advised that at its meeting of July 24, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ST. JOSEPH'S CHURCH/ Bob Zarzycki, Agent

Site Plan approval of a 1,720 SF addition to the existing garage located at 12700 Pearl Road, PPN 392-28-008 zoned Public Facility. * *ARB Favorable Recommendation 7-22-14.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 162

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY'S WASTEWATER TREATMENT FACILITIES AND APPURTENANCES, AND DECLARING AN EMERGENCY.

WHEREAS, as authorized on May 20, 2014, by Resolution No. 2014-111, the City, through its Department of Public Service has advertised for proposals for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances within the City; and

WHEREAS, the City has received one (1) proposal from a company having substantial experience with the City, and which is recommended by the City's independent engineering consultant that finds such proposal to be advantageous, competitive, in compliance with the specifications required by the City through its RFP, and in the best interests of the City; and

WHEREAS, Council is, therefore, desirous of proceeding to award and enter into a contract for such services for a five (5) year period and in accordance with the RFP requirements and the contract document incorporated therein.

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 finds and determines that the proposal submitted by **AMERICAN WATER OPERATIONS & MAINTENANCE, INC.**, for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances in the City for a five (5) year period commencing October 1, 2014 meets the requirements set forth in the request for proposals on file in the office of the Director of Public Service, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State, and is the lowest and best proposal for the contract. All other proposals for this contract, if any, are hereby rejected.

Section 2. That the Mayor be and hereby is authorized and directed to enter into a contract with **AMERICAN WATER OPERATIONS & MAINTENANCE, INC.**, for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances, substantially in the form which is part of the City's Request for Proposals, but as may be adjusted and approved by the Law Director, and in an amount for the first year of an annual fixed fee not to exceed the sum of \$1,699,132.00.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 162

Page 2

Section 3. That the funds necessary for the purposes of said contract have been appropriated for the year 2014, and shall be paid now and in future contract years pursuant to lawful appropriation ordinances, all from the Sanitary Sewer 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 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 enter into said contract in order to avoid legal issues arising from the currently expiring contract, to continue the operation, maintenance and management of the aforesaid facilities and appurtenances, provide for safe disposal of sanitary waste within the City, 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. 2014-162 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 163

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR, DIRECTOR OF PUBLIC SERVICE, AND DIRECTOR OF FINANCE TO SETTLE AND COMPROMISE A CLAIM OF THE CITY FOR LIQUIDATED DAMAGES FOR LATE DELIVERIES OF ROCK SALT IN CONNECTION WITH THE 2013-2014 OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH MORTON SALT, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2013-108, the City ratified, authorized and approved participation in Ohio Department of Transportation (“ODOT”) contracts for the purchase of sodium chloride (rock salt) for use by the Service Department of the City during the 2013-2014 winter season, and authorized the Mayor and the Director of Finance to do all things necessary to enter into an agreement in connection therewith; and

WHEREAS, due to unavailability of rock salt supplies from time to time for many communities participating in the ODOT contracts, various deliveries were late, notwithstanding good faith efforts on an ongoing basis by ODOT and its vendor, Morton Salt; and

WHEREAS, the ODOT contract specified various liquidated damage penalties for late delivery damages which, in this instance, totaled some \$49,871.88, as per the attached Exhibits A-1, A-2, A-3 and A-4; and

WHEREAS, ODOT has negotiated an arrangement with Morton Salt, the vendor, for the City to receive 1500 tons of salt in lieu of monetary damages/credits, which when valued at the contract price of \$29.40/ton equates to \$44,100.00, some \$5,771.88 less than what might otherwise arguably be due to the City, although the cost of salt has increased considerably rendering its value greater; and

WHEREAS, the City’s Service Director has recommended that the City accept this adjusted amount and compromise, and receive the salt for the upcoming winter season in lieu of cash/credits for damages.

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

Section 1. That the Mayor, Director of Finance and Director of Public Service be and are hereby authorized to compromise and settle the City’s claims for late deliveries

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 – 163
Page 2

under the 2013-2014 ODOT Rock Salt Contract with Morton Salt by accepting some 1500 tons of rock salt from the vendor at no charge to the City.

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 any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 3. That this Resolution 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 approval of the aforesaid settlement and compromise is necessary to resolve the City's pending claims, avoid legal proceedings, provide the Service Department with sufficient quantities of salt for the next winter season, and conserve public funds. 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	_____	_____
Schönhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

RES
ORD. No. 2014-163 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

Please fill out this information before going forward with calculations:

Political Subdivision:	City of Strongsville
County Location:	Cuyahoga County
Salt Vendor:	Morton Salt

Instructions: You will only need to fill in the areas highlighted in yellow for each order. The calculations will automatically fill in as you fill out the information.

Late Delivery Damages- Order #1					
Date you received an order number from salt company: (xx/xx/xxxx)				12/30/2013	
Order delivery due date: (either 7 or 14 days)				7	
Date your order was completed from salt company: (xx/xx/xxxx) (Leave blank if order is not complete)				1/13/2014	
Order amount in tons: (enter number only)				3000	
Price Per Ton: (xx.xx)				\$29.40	
Delivery Number:	Delivery Date:(xx/xx/xxxx)	Amount of Tonnage Received:	Balance	Is delivery Late? Completed?	Penalty Assessed (1%/day late):
	12/30/2013		3000	NO	
	12/31/2013		3000	NO	
	1/1/2014		3000	NO	
	1/2/2014		3000	NO	
	1/3/2014	72.8	2927	NO	
	1/4/2014		2927	NO	
	1/5/2014	47.11	2880	NO	
	1/6/2014	291.38	2589	YES	\$761.08
	1/7/2014	49.32	2539	YES	\$746.58
	1/8/2014	418.26	2121	YES	\$623.61
	1/9/2014	685.86	1435	YES	\$421.97
	1/10/2014	256.93	1178	YES	\$346.43
	1/11/2014		1178	YES	\$346.43
	1/12/2014		1178	YES	\$346.43
	1/13/2014	1187.45		COMPLETE	
	1/14/2014			COMPLETE	
	1/15/2014			COMPLETE	
	1/16/2014			COMPLETE	
	1/17/2014			COMPLETE	
	1/18/2014			COMPLETE	
	1/19/2014			COMPLETE	
	1/20/2014			COMPLETE	
	1/21/2014			COMPLETE	
	1/22/2014			COMPLETE	
	1/23/2014			COMPLETE	
	1/24/2014			COMPLETE	
	1/25/2014			COMPLETE	
	1/26/2014			COMPLETE	
	1/27/2014			COMPLETE	
	1/28/2014			COMPLETE	
	1/29/2014			COMPLETE	
	1/30/2014			COMPLETE	
	1/31/2014			COMPLETE	
	2/1/2014			COMPLETE	
	2/2/2014			COMPLETE	
	2/3/2014			COMPLETE	
	2/4/2014			COMPLETE	
	2/5/2014			COMPLETE	
	2/6/2014			COMPLETE	
	2/7/2014			COMPLETE	

EXHIBIT A-1

Please fill out this information before going forward with calculations:

Political Subdivision:	City of Strongsville
County Location:	Cuyahoga
Salt Vendor:	Morton Salt

Instructions: You will only need to fill in the areas highlighted in yellow for each order. The calculations will automatically fill in as you fill out the information.

Late Delivery Damages- Order #2	
Date you received an order number from salt company: (xx/xx/xxxx)	1/6/2014
Order delivery due date: (either 7 or 14 days) (xx/xx/xxxx)	7
Date your order was completed from salt company: (xx/xx/xxxx) (Leave blank if order is not complete)	2/7/2014
Order amount in tons: (enter number only)	3000
Price Per Ton: (xx.xx)	\$29.40

Delivery Number:	Delivery Date:(xx/xx/xxxx)	Amount of Tonnage Received:	Balance	Is delivery Late? Completed?	Penalty Assessed (1%/day late):
	1/6/2014		3000	NO	
	1/7/2014		3000	NO	
	1/8/2014		3000	NO	
	1/9/2014		3000	NO	
	1/10/2014		3000	NO	
	1/11/2014		3000	NO	
	1/12/2014		3000	NO	
	1/13/2014		3000	YES	\$882.00
	1/14/2014		3000	YES	\$882.00
	1/15/2014		3000	YES	\$882.00
	1/16/2014		3000	YES	\$882.00
	1/17/2014	42.87	2957	YES	\$869.40
	1/18/2014		2957	YES	\$869.40
	1/19/2014		2957	YES	\$869.40
	1/20/2014		2957	YES	\$869.40
	1/21/2014	229.17	2728	YES	\$802.02
	1/22/2014	135.9	2592	YES	\$762.07
	1/23/2014	326.36	2266	YES	\$666.12
	1/24/2014	206.5	2059	YES	\$605.40
	1/25/2014		2059	YES	\$605.40
	1/26/2014		2059	YES	\$605.40
	1/27/2014	231.86	1827	YES	\$537.24
	1/28/2014	23.3	1804	YES	\$530.39
	1/29/2014	202.59	1601	YES	\$470.83
	1/30/2014	234.29	1367	YES	\$401.95
	1/31/2014	257.59	1110	YES	\$326.21
	2/1/2014	246.07	864	YES	\$253.87
	2/2/2014		864	YES	\$253.87
	2/3/2014	259.25	604	YES	\$177.65
	2/4/2014	233.89	370	YES	\$108.89
	2/5/2014		370	YES	\$108.89
	2/6/2014	181.09	189	YES	\$55.65
	2/7/2014	201.83		COMPLETE	
	2/8/2014			COMPLETE	
	2/9/2014			COMPLETE	
	2/10/2014			COMPLETE	
	2/11/2014			COMPLETE	
	2/12/2014			COMPLETE	
	2/13/2014			COMPLETE	

EXHIBIT A-2

Please fill out this information before going forward with calculations:

Political Subdivision:	City of Strongsville
County Location:	Cuyahoga
Salt Vendor:	Morton Salt

Instructions: You will only need to fill in the areas highlighted in yellow for each order. The calculations will automatically fill in as you fill out the information.

Late Delivery Damages- Order #3					
Date you received an order number from salt company: (xx/xx/xxxx)				1/24/2014	
Order delivery due date: (either 7 or 14 days) (xx/xx/xxxx)				7	
Date your order was completed from salt company: (xx/xx/xxxx) (Leave blank if order is not complete)				2/25/2014	
Order amount in tons: (enter number only)				2000	
Price Per Ton: (xx.xx)				\$29.40	
Delivery Number:	Delivery Date:(xx/xx/xxxx)	Amount of Tonnage Received:	Balance	Is delivery Late? Completed?	Penalty Assessed (1%/day late):
	1/24/2014		2000	NO	
	1/25/2014		2000	NO	
	1/26/2014		2000	NO	
	1/27/2014		2000	NO	
	1/28/2014		2000	NO	
	1/29/2014		2000	NO	
	1/30/2014		2000	NO	
	1/31/2014		2000	YES	\$588.00
	2/1/2014		2000	YES	\$588.00
	2/2/2014		2000	YES	\$588.00
	2/3/2014		2000	YES	\$588.00
	2/4/2014		2000	YES	\$588.00
	2/5/2014		2000	YES	\$588.00
	2/6/2014		2000	YES	\$588.00
	2/7/2014	23.73	1976	YES	\$581.02
	2/8/2014		1976	YES	\$581.02
	2/9/2014		1976	YES	\$581.02
	2/10/2014	182	1794	YES	\$527.52
	2/11/2014	192.32	1602	YES	\$470.97
	2/12/2014	188.76	1413	YES	\$415.48
	2/13/2014	190.22	1223	YES	\$359.55
	2/14/2014	188	1035	YES	\$304.28
	2/15/2014		1035	YES	\$304.28
	2/16/2014		1035	YES	\$304.28
	2/17/2014		1035	YES	\$304.28
	2/18/2014	190.93	844	YES	\$248.15
	2/19/2014	180.4	664	YES	\$195.11
	2/20/2014	18.95	645	YES	\$189.54
	2/21/2014	189.1	456	YES	\$133.94
	2/22/2014		456	YES	\$133.94
	2/23/2014		456	YES	\$133.94
	2/24/2014	214.56	241	YES	\$70.86

	2/25/2014	229.75		COMPLETE	
	2/26/2014			COMPLETE	
	2/27/2014			COMPLETE	
	2/28/2014			COMPLETE	
	3/1/2014			COMPLETE	
	3/2/2014			COMPLETE	
	3/3/2014			COMPLETE	
	3/4/2014			COMPLETE	
	3/5/2014			COMPLETE	
	3/6/2014			COMPLETE	
	3/7/2014			COMPLETE	
	3/8/2014			COMPLETE	
	3/9/2014			COMPLETE	
	3/10/2014			COMPLETE	
	3/11/2014			COMPLETE	
	3/12/2014			COMPLETE	
	3/13/2014			COMPLETE	
	3/14/2014			COMPLETE	
	3/15/2014			COMPLETE	
	3/16/2014			COMPLETE	
	3/17/2014			COMPLETE	
	3/18/2014			COMPLETE	
	3/19/2014			COMPLETE	
	3/20/2014			COMPLETE	
	3/21/2014			COMPLETE	
	3/22/2014			COMPLETE	
	3/23/2014			COMPLETE	
	3/24/2014			COMPLETE	
	3/25/2014			COMPLETE	
	3/26/2014			COMPLETE	
	3/27/2014			COMPLETE	
	3/28/2014			COMPLETE	
	3/29/2014			COMPLETE	
	3/30/2014			COMPLETE	
	3/31/2014			COMPLETE	
	4/1/2014			COMPLETE	
	4/2/2014			COMPLETE	
	4/3/2014			COMPLETE	
	4/4/2014			COMPLETE	
	4/5/2014			COMPLETE	
	4/6/2014			COMPLETE	
	4/7/2014			COMPLETE	
	4/8/2014			COMPLETE	
	4/9/2014			COMPLETE	
	4/10/2014			COMPLETE	
	4/11/2014			COMPLETE	
	4/12/2014			COMPLETE	
	4/13/2014			COMPLETE	
	4/14/2014			COMPLETE	
	4/15/2014			COMPLETE	
	4/16/2014			COMPLETE	
	4/17/2014			COMPLETE	
	4/18/2014			COMPLETE	
	4/19/2014			COMPLETE	

Please fill out this information before going forward with calculations:

Political Subdivision:	City of Strongsville
County Location:	Cuyahoga
Salt Vendor:	Morton Salt

Instructions: You will only need to fill in the areas highlighted in yellow for each order. The calculations will automatically fill in as you fill out the information.

Late Delivery Damages- Order #4					
Date you received an order number from salt company: (xx/xx/xxxx)				2/4/2014	
Order delivery due date: (either 7 or 14 days) (xx/xx/xxxx)				7	
Date your order was completed from salt company: (xx/xx/xxxx) (Leave blank if order is not complete)				3/31/2014	
Order amount in tons: (enter number only)				2000	
Price Per Ton: (xx.xx)				\$29.40	
Delivery Number:	Delivery Date:(xx/xx/xxxx)	Amount of Tonnage Received:	Balance	Is delivery Late? Completed?	Penalty Assessed (1%/day late):
301D	2/4/2014		2000	NO	
	2/5/2014		2000	NO	
	2/6/2014		2000	NO	
	2/7/2014		2000	NO	
	2/8/2014		2000	NO	
	2/9/2014		2000	NO	
	2/10/2014		2000	NO	
	2/11/2014		2000	YES	\$588.00
	2/12/2014		2000	YES	\$588.00
	2/13/2014		2000	YES	\$588.00
	2/14/2014		2000	YES	\$588.00
	2/15/2014		2000	YES	\$588.00
	2/16/2014		2000	YES	\$588.00
	2/17/2014		2000	YES	\$588.00
	2/18/2014		2000	YES	\$588.00
	2/19/2014		2000	YES	\$588.00
	2/20/2014		2000	YES	\$588.00
	2/21/2014		2000	YES	\$588.00
	2/22/2014		2000	YES	\$588.00
	2/23/2014		2000	YES	\$588.00
	2/24/2014		2000	YES	\$588.00
	2/25/2014		2000	YES	\$588.00
	2/26/2014		2000	YES	\$588.00
	2/27/2014		2000	YES	\$588.00
	2/28/2014		2000	YES	\$588.00
	3/1/2014	93.67	1906	YES	\$560.46
	3/2/2014		1906	YES	\$560.46
	3/3/2014		1906	YES	\$560.46
	3/4/2014	90.62	1816	YES	\$533.82
	3/5/2014		1816	YES	\$533.82
	3/6/2014	87.46	1728	YES	\$508.11
	3/7/2014		1728	YES	\$508.11

EXHIBIT A-4

	3/8/2014		1728	YES	\$508.11
	3/9/2014		1728	YES	\$508.11
	3/10/2014	88	1640	YES	\$482.23
	3/11/2014	88	1552	YES	\$456.36
	3/12/2014		1552	YES	\$456.36
	3/13/2014		1552	YES	\$456.36
	3/14/2014		1552	YES	\$456.36
	3/15/2014		1552	YES	\$456.36
	3/16/2014		1552	YES	\$456.36
	3/17/2014	89.58	1463	YES	\$430.02
	3/18/2014	91.16	1372	YES	\$403.22
	3/19/2014	94.13	1277	YES	\$375.55
	3/20/2014	87.98	1189	YES	\$349.68
	3/21/2014	72.29	1117	YES	\$328.43
	3/22/2014		1117	YES	\$328.43
	3/23/2014		1117	YES	\$328.43
	3/24/2014	112.99	1004	YES	\$295.21
	3/25/2014	90.55	914	YES	\$268.59
	3/26/2014	392.15	521	YES	\$153.30
	3/27/2014	381.43	140	YES	\$50.00
	3/28/2014		140	YES	\$50.00
	3/29/2014		140	YES	\$50.00
	3/30/2014		140	YES	\$50.00
	3/31/2014	138.88		COMPLETE	
	4/1/2014			COMPLETE	
	4/2/2014			COMPLETE	
	4/3/2014			COMPLETE	
	4/4/2014			COMPLETE	
	4/5/2014			COMPLETE	
	4/6/2014			COMPLETE	
	4/7/2014			COMPLETE	
	4/8/2014			COMPLETE	
	4/9/2014			COMPLETE	
	4/10/2014			COMPLETE	
	4/11/2014			COMPLETE	
	4/12/2014			COMPLETE	
	4/13/2014			COMPLETE	
	4/14/2014			COMPLETE	
	4/15/2014			COMPLETE	
	4/16/2014			COMPLETE	
	4/17/2014			COMPLETE	
	4/18/2014			COMPLETE	
	4/19/2014			COMPLETE	
	4/20/2014			COMPLETE	
	4/21/2014			COMPLETE	
	4/22/2014			COMPLETE	
	4/23/2014			COMPLETE	
	4/24/2014			COMPLETE	
	4/25/2014			COMPLETE	
	4/26/2014			COMPLETE	
	4/27/2014			COMPLETE	
	4/28/2014			COMPLETE	
	4/29/2014			COMPLETE	
	4/30/2014			COMPLETE	

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 164

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and consistent with documentation presented to the City, this Council hereby authorizes the Sexton to transfer the certificate for burial rights in the Strongsville Municipal Cemetery for Graves A and C, in Lot 80, of Section E, from James Soper (deceased), and/or his Estate and surviving spouse, Dorothy Soper, to Barbara Nalette and D. Paul Nalette, his daughter and son-in-law, and further waives the City's right to repurchase such lot.

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 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 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

RES
ORD. No. 2014-164 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 165

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-001 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR NETWORK ENGINEERING, INSTALLATION, CONFIGURATION, ANALYSIS AND PLANNING, IP PHONE SERVICES AND MISCELLANEOUS NETWORK SERVICES IN SUPPORT OF THE CITY'S OVERALL VOICE AND DATA NETWORK, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY WITH BLACK BOX NETWORK SERVICES (PART OF LOGOS COMMUNICATIONS SYSTEMS, INC.), UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS; AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2014-001, Council authorized the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for network engineering, installation, configuration, analysis and planning, IP phone services and miscellaneous network services in support of the City's overall voice and data network by the Director of Communication & Technology with Black Box Network Services (part of LOGOS Communications Systems, Inc.), for use by various departments of the City in a total amount not to exceed \$150,000.00, which the Department has entered into pursuant to Revised Code Section 5513.01(B); and

WHEREAS, the Director of Communication & Technology now has advised this Council that due in large part to establishment of the City's Consolidated Dispatch Center, additional network engineering, installation, configuration, analysis and planning, IP phone services and miscellaneous network services will be required to be purchased during 2014 from Black Box Network Services (part of LOGOS Communications, Inc.), under Schedule No. 534191, Index No. STS-033, for use by the Director of Communication & Technology and various departments of the City; and

WHEREAS, in order to fund the aforesaid additional purchases, it will be necessary to increase the total dollar amount authorized by Ordinance No. 2014-001 from \$150,000.00 to \$200,000.00; and

WHEREAS, this Council, therefore, is desirous of amending Section 1 of Ordinance No. 2014-001, in order to increase the amount authorized to be expended for additional network engineering, installation, configuration, analysis and planning, IP phone services and miscellaneous network services, by the Director of Communication & Technology with Black Box Network Services (part of Logos Communications Systems, Inc.), from \$150,000.00 to \$200,000.00.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 165

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

Section 1. That Section 1 of Ordinance No. 2014-001 be and is hereby amended to read in its entirety as follows:

“Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **BLACK BOX NETWORK SERVICES (part of LOGOS Communications Systems, Inc.)**, for network engineering, installation, configuration, analysis and planning, IP phone services and miscellaneous network services in support of the City’s overall voice and data network for use by various departments of the City in a total amount not to exceed ~~\$150,000.00~~**\$200,000.00** during 2014.”

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to increase the amount authorized to be expended for the purchase of certain network engineering, installation, and other miscellaneous network services for use by the various departments of the City in order to maintain continuity and efficiency in the operation of City Departments, including the City’s new Consolidated Dispatch Center, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 165
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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. 2014-165 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 166

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2013-235 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL AS LEAD APPELLATE COUNSEL AND AMENDING A JOINT REPRESENTATION AGREEMENT IN PENDING LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2013-235, this Council approved and authorized the Mayor to employ special legal counsel to assist in the representation of the City and other municipalities as lead appellate counsel under a joint representation agreement in connection with an action pending for some years brought by the Northeast Ohio Regional Sewer District (NEORS) in 2010 against some 62 municipalities including the City of Strongsville in the Cuyahoga County Common Pleas Court entitled *Northeast Ohio Regional Sewer District v. Bath Township, Ohio, et al.*, Case No. CV-10-714945 (Ohio Supreme Court Case No. 2013-1770), and involving a proposed Stormwater Program and related fee/tax; and

WHEREAS, the City's Law Director now has recommended that due to unanticipated circumstances in preparation of the briefs and related appellate work for the case, as well as the filing of various amicus briefs, it will be necessary to amend Section 1 of Ordinance No. 2013-235 in order to allocate additional funds to be utilized for payment of invoices and billings arising from such special legal services, which are being shared with certain other defendant municipalities, and to appropriately amend the Joint Representation Agreement.

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

Section 1. That Section 1 of Ordinance No. 2013-235 is hereby amended to read in its entirety as follows:

"Section 1. That the Mayor and Law Director be and are hereby authorized and directed to execute a Joint Representation Agreement with the law firm of **TAFT STETTINIUS & HOLLISTER LLP**, in order to assist the Law Department in representing the City in all further appellate aspects of the *NEORS* litigation, and in accordance with said Agreement and the hourly rates contained therein which are on file with the City's Law Department, and subject to final adjustment by the Law Director, but in a total amount not to exceed ~~Twenty~~**Thirty-Two** Thousand Dollars (~~\$20~~**32,000.00**).

CITY OF STRONGSVILLE, OHIO
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Section 2. That the Joint Representation Agreement is accordingly amended consistent with the above and in a form to be approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and 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 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 amend the prior Ordinance in order to provide for additional funds for payment of special outside legal services to protect the legal interests of the City and its property owners, along with other municipalities with common interests in significant pending litigation, 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.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-166 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 167

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its Traffic Code; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since February 18, 2014 and through July 21, 2014, which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions.

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

Section 1. That the additions and amendments to the Traffic Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the mid-year 2014 replacement pages to the Codified Ordinances be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

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.

CITY OF STRONGSVILLE, OHIO
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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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. 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. 2014-167 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2014-035	5-5-14	Ch. 290 Editor's Note, 1212.01 to 1212.10, 1212.99, 1273.05
2014-075	4-7-14	2013 Replacement Pages
2014-096	5-5-14	822.01 to 822.06, 822.99
2014-121	6-2-14	822.03

EXHIBIT A

EXHIBIT "A" (Cont.)

Traffic Code

- 402.171 Highway Maintenance Vehicle. (Adds new definition of highway maintenance vehicle.)
- 402.172 Highway Traffic Signal. (Renumbered)
- 434.031 Approaching a Stationary Public Safety, Emergency or Road Service Vehicle. (Adds vehicles used by the Public Utilities Commission and highway maintenance vehicles to vehicles being approached by the driver of a motor vehicle.)
- 438.16 Number of Lights and Limitations on Flashing, Oscillating and Rotating Lights. (Deletes traffic line strippers and snow plows and adds "highway" to maintenance vehicles and removes "Ohio Department of Transportation" in subsection (c)(1).)

General Offenses Code

(None at this time)